



**CITY COUNCIL SPECIAL SESSION  
CITY COUNCIL CHAMBER CONFERENCE ROOM  
MONDAY, MAY 5, 2014, 5:15 TO 7:00 PM**

1. Call to Order

2. Interviews

- 5:20 Scott Sorensen – Planning Board Vacancy
- 5:30 Scott Wurster – Planning Board Vacancy
- 5:40 Jim Trout – Police Commission
- 5:50 Ron Brunk – Park Board
- 6:00 John Phelps – Pedestrian & Bike Path Advisory Committee, extra-territorial
- 6:10 Susan Schnee – Park Board
- 6:20 Jim DeHerrera – Pedestrian & Bike Path Advisory Committee
- 6:30 Emily Hutchins – Pedestrian & Bike Path Advisory Committee
- 6:40 Dylan Boyle – Pedestrian & Bike Path Advisory Committee, extra-territorial

3. Public Comment

4. Appointments

- a. Planning Board – 1 Position to fill the remainder of a term expiring 12-31-14 – Council appointment
- b. Police Commission – 1 Position – Mayoral Appointment, confirmed by Council
- c. Park Board – 2 Positions - Mayoral Appointments, confirmed by Council
- d. Pedestrian and Bicycle Path Advisory Committee – 2 Positions – Council appointments
  - a – 1 position for resident inside the City
  - b – 1 position for resident of the extra-territorial zoning jurisdiction

Note - If time runs out before all appointments are made, time has been set aside to make them during the Regular Council Session under Communications from Mayor and City Councilors.

5. Adjourn



# PUBLIC NOTICE

## THE CITY OF WHITEFISH HAS POSITIONS OPEN ON THE FOLLOWING VOLUNTEER COMMITTEES

**PARK BOARD** – Residency requirement: Applicants must have resided within the City Limits for 2 years and within the State for 3 years, and must be at least 21 years old. 2 Positions, 2-year terms.

**POLICE COMMISSION** – Open to City residents who have maintained residency within the City for one year prior to appointment to the Commission. 1 Position, 3-year term.

**ARCHITECTURAL REVIEW COMMITTEE** – open to residents of the City or the Zoning Jurisdiction who are either employed by or is an owner of a business in the city of Whitefish, or owner of property in the city of Whitefish. One position is open for licensed architects or licensed design professionals, one opening for a Member at Large. 2 Positions, 3-year terms.

**PEDESTRIAN & BICYCLE PATH ADVISORY COMMITTEE**– open to residents of the City or the Zoning Jurisdiction, who have maintained their residency for a minimum of one year prior to appointment. Vacancies this year are for two Members at Large, one who lives inside the City Limits, and one who lives outside the City Limits but within the Zoning Jurisdiction. 2 Positions, 2-year terms.

**TREE ADVISORY COMMITTEE** – open to residents of the City or the Zoning Jurisdiction, who have maintained their residency for a minimum of one year prior to appointment. 2 Positions, 2-year terms.

**WEED CONTROL ADVISORY COMMITTEE** – open to residents of the City and the Zoning jurisdiction. 2 Positions, 2-year terms.

**RESORT TAX MONITORING COMMITTEE** – applicants can be an owner, operator or representative of any of a Bar/Restaurant, Lodging Business, or a Retail Business in the City Limits of Whitefish, or an interested City resident as a Member at Large. The two (2) positions expiring this year are both Members at Large. 3-year terms.

**WHITEFISH CONVENTION AND VISITOR BUREAU COMMITTEE** - Three (3) Committee positions expire this year – 3-year terms. Open to residents of the City of Whitefish and the Whitefish planning jurisdiction. Up to 2 positions may be residents in Flathead County outside of the Whitefish Planning Jurisdiction if they are an owner or manager of a business located and operating within the City of Whitefish zoning jurisdiction. Committee Membership includes representatives of Whitefish Mountain Resort, Finance, Large and Small Lodging properties, Restaurant and Bar Businesses, Retail Businesses, Transportation Businesses and the Whitefish Lake Golf Course. Openings include preference for representatives of Retail Businesses, Transportation Businesses, and one for any category.

**LIBRARY BOARD OF TRUSTEES** – One (1) position open to residents who live inside the City Limits. 5-year term.

**IMPACT FEE ADVISORY COMMITTEE** – 2-Year term – One (1) Position – The open position is for a person from the Development Community. Committee specifications require the applicant either lives or works within the Whitefish zoning jurisdiction. The Committee meets once a year.

**WHITEFISH CITY-COUNTY PLANNING BOARD** – One (1) position to fill the remainder of a term expiring December 31, 2014. Applicants must reside within the City Limits.

**Please submit** a letter of interest to serve on any of the above committees to the Whitefish City Clerk's Office at 418 E. 2nd Street or mail to P.O. Box 158, Whitefish, MT 59937, by **Wednesday, April 23, 2014**. Interviews will be scheduled for May and June as needed. Thereafter, if vacancies still exist, letters of interest will be accepted until the positions are filled. If you have any questions please call the City Clerk's Office at 863-2400. These are also posted on the City's website: [www.cityofwhitefish.org](http://www.cityofwhitefish.org).

\*\*\*\*\*THANK YOU FOR YOUR INTEREST!\*\*\*\*\*

5:20 pm

received  
4-21-14

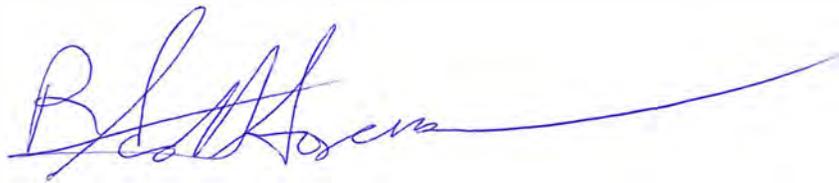
4-21-14

I would like to apply for the  
open Whitefish position on the  
W.F. City-County Planning Board.

Scott Sorenson  
285 Glenwood Rd. WF. 59437

867-3669

scott7777-2000-2000@yahoo.com



P.S. I have served 3 terms on the board.

received  
4-23-14

5:30pm

Scott C. Wurster  
222 Montana Avenue  
Whitefish, Montana 59937

April 23, 2014

Hon. John Muhlfeld  
Mayor, City of Whitefish  
P.O. Box 158  
418 East 2nd Street  
Whitefish, MT 59937

Dear Mayor Muhlfeld / Council,

Please accept this letter as indicating my interest in being appointed to fill the currently vacant City seat on the Whitefish City County Planning Board.

I've lived in Whitefish for well over ten years. I care deeply about my community. I feel privileged and extremely fortunate to live here.

I believe in the process, in following the rules, and being accountable to those I'd be selected to represent.

Thank you for your time and thoughtful consideration.

Sincerely,

  
Scott C. Wurster

# Montana Code Annotated 2009

**76-1-201. Membership of city-county planning board.** (1) Except as provided in subsection (2), a city-county planning board consists of no fewer than nine members to be appointed as follows:

(a) two official members who reside outside the city limits but within the jurisdictional area of the city-county planning board to be appointed by the board of county commissioners, who may in the discretion of the board of county commissioners be employed by or hold public office in the county;

(b) two official members who reside within the city limits to be appointed by the city council, who may in the discretion of the city council be employed by or hold public office in the city;

(c) two citizen members who reside within the city limits to be appointed by the mayor of the city;

(d) two citizen members who reside within the jurisdictional area of the city-county planning board to be appointed by the board of county commissioners;

(e) the ninth member to be appointed by the board of supervisors of a conservation district provided for in 76-15-311 from the members or associate members of the board of supervisors, subject to approval of the members provided for in subsections (1)(a) through (1)(d).

(2) Subsection (1)(e) does not apply if there is no member or associate member of the board of supervisors of a conservation district who is able or willing to serve on the city-county planning board. In that case, the ninth member of the city-county planning board must be selected by the eight officers and citizen members pursuant to subsections (1)(a) through (1)(d), with the consent and approval of the board of county commissioners and the city council.

## **11-7-4: ZONING COMMISSION, Whitefish Municipal Code**

### **A. Creation, Composition And Compensation:**

1. The zoning commission for the city shall be the Whitefish city/county planning board, which shall then be referred to as the planning board.

2. The membership of the planning board shall consist of nine (9) members representative of areas, both within and without the incorporated limits of the city whose terms, etc., are set forth in state law, and the rules of procedure adopted by the Whitefish city/county planning board.

3. The members of the planning board shall serve without compensation, other than reimbursement for approved budgeted expenditures incurred in carrying out the functions of the zoning commission. (Ord. A-407, 3-15-1982)

4. It is hereby established as city policy that the city council shall not appoint to the city/county planning board or to the board of adjustment on a permanent basis any member of the Whitefish city council; provided, however, that members of the city council may be appointed to such boards on a temporary basis (not exceeding 3 consecutive months) in order to fill in for an absent board member or to fill a vacant position. (Ord. 02-02, 2-4-2002)

**B. Powers And Duties:** It shall be the duty of the planning board to hold public hearings where necessary and make recommendations to the city council on all matters concerning or relating to the creation of zoning districts, the boundaries thereof, the appropriate regulations to be enforced therein, the amendments of these regulations and any other matter within the scope of the zoning power. The planning board shall give to the city council, not less than biennially, a brief report of the state of the zoning ordinance and map. The planning board is also authorized to confer and advise with other city, county, regional or state planning or zoning commissions. (Ord. A-407, 3-15-1982)

WHITEFISH CITY-COUNTY PLANNING BOARD – WCC 11-7-4 - 2 YEAR TERMS – MEET 3<sup>RD</sup> THURSDAY

			TERM EXPIRATION DATE	
Chad Phillips	307 Wisconsin Ave	407-02478	12/31/2014	City Mayoral Appt
Ken Stein (Vice-Chair)	509 E. 6 <sup>th</sup> Street	250-0599	12/31/2015	City Mayoral Appt
Vacancy			12/31/2014	City Council Appt
Greg Gunderson (Chair)	840 E. 1 <sup>st</sup> Street	863-9947 (W)	12/31/2015	City Council Appt
Vic Workman	PO Box 1726, WF	250-5944	12/31/2015	County Member
Vacancy			12/31/2015	County Member
Vacancy			12/31/2014	County Member
Diane Smith	2060 Houston Dr	250-4328	12/31/2014	County Member
Member-At-Large – One Year Term, appointed by FCD or CCPB				
John Ellis	PO Box 520, WF	862-3798	12/31/2014	Member at Large



## POLICE COMMISSION

### 2-5-1: COMMISSION ESTABLISHED:

There is hereby established a police commission for the city, hereinafter referred to as the commission. (Ord. 02-08, 4-1-2002)

### 2-5-2: PURPOSE, POWERS, PROCESSES AND DUTIES:

The powers and duties of the commission are set forth in Montana code 7-32-4151 through 7-32-4164, this chapter and rules of procedure adopted by the commission. Consistent with state statutes and this chapter, these powers and duties of the commission shall include:

- A. Review of police officer applicants when such review is sought by the chief of police or city manager;
- B. Hear and decide appeals by any member or officer of the police department who has been disciplined, suspended, removed or discharged by an order of the city manager; and
- C. Provide comment and recommendations to the chief of police or city manager on matters related to the police department. (Ord. 02-08, 4-1-2002)

### 2-5-3: MEMBERSHIP:

- A. Appointment; Compensation: The commission shall have three (3) members. Members shall be appointed by the mayor and ratified by the city council. Members shall reside within the corporate limits of the city and shall have maintained residency within the city for one year prior to appointment to the commission. Commission members shall receive no compensation.
- B. Terms; Positions: Commission terms shall be three (3) years. There are hereby created positions numbered 1 through 3 inclusive of the members of the commission. Members serving on the effective date of this chapter shall be assigned to positions that correspond with the expiration dates of their existing terms:

<u>Number</u>	<u>Term Expiration Date</u>
1	First regular council meeting in May 2002
2	First regular council meeting in May 2003
3	First regular council meeting in May 2004

As each of the above listed expiration dates is completed, members shall be appointed successively to three (3) year terms. Terms shall begin upon appointment at the first regular city council meeting held in May of each year. However, a member serving on the commission during an appeal proceeding under Montana

code 7-32-4155 shall continue to serve on the commission until such time that a decision on the appeal is rendered. In such case, a new member may not sit on the commission for business. At the discretion of the city council, members may be appointed to more than one term.

- C. Removal Of Member: A member may be removed from the commission by majority vote of the city council for cause upon written charges and after a public hearing. Wilful disregard of state statutes, city ordinances and the rules of procedures of the commission, or absences from three (3) consecutive meetings, including regular and special meetings, or absences from more than fifty percent (50%) of such meetings held during the calendar year, shall constitute cause for removal. Circumstances of the absences shall be considered by the city council prior to removal. Any person who knows in advance of his inability to attend a specific meeting shall notify the chair or secretary of the commission at least twenty four (24) hours prior to any scheduled meeting.
- D. Vacancy: Pursuant to subsections A and B of this section, any vacancy on the commission shall be filled by the mayor and ratified by the city council acting in a regular or special session for the unexpired term of the position wherein the vacancy exists. The city council may appoint members of the city council to temporarily fill vacant positions on the commission. (Ord. 02-08, 4-1-2002)

**2-5-4: ORGANIZATION:**

At its first meeting after June 1 of each year, the commission shall elect a chair, vice chair and secretary for the next twelve (12) month period. Upon the absence of the chair, the vice chair shall serve as chair pro tem. If the secretary is absent from a specific meeting, the attending members shall elect a secretary pro tem for the meeting. If a vacancy occurs in the chair, vice chair or secretary positions, the commission shall elect a member to fill the vacancy at the next meeting. The secretary need not be a member of the commission and shall keep an accurate record of all commission proceedings. (Ord. 02-08, 4-1-2002)

**2-5-5: MEETINGS, RULES AND REGULATIONS:**

Two (2) members of the commission shall constitute a quorum. Not less than a quorum of the commission may transact any business or conduct any proceedings before the commission. The concurring vote of two (2) members of the commission shall be necessary to decide any question or matter before the commission. The commission shall adopt rules of procedure for the conduct of meetings consistent with statutes, the city charter, ordinances and resolutions. Meetings of the commission shall be held at least once every three (3) months or at the call of the chair, chief of police or city manager, and at such other times as the commission may determine. All meetings shall be open to the public. (Ord. 02-08, 4-1-2002)

**2-5-6: ENFORCEMENT OF DECISIONS:**

Pursuant to Montana code 7-32-4161, the city manager shall make orders enforcing the decisions of the commission. (Ord. 02-08, 4-1-2002)

**2-5-7: STAFF SUPERVISION:**

The commission shall have no supervisory control and shall not direct the chief of police or other staff in the performance of their official duties. Commission involvement in the operations of the police department shall be limited to comment and recommendations. (Ord. 02-08, 4-1-2002)

**2-5-8: EXPENDITURES:**

The commission shall have no authority to make any expenditures on behalf of the city or disburse any funds provided by the city or to obligate the city for any funds. (Ord. 02-08, 4-1-2002)

<u>POLICE COMMISSION - WCC 2-5-1 - 3 YEAR TERMS – Mayoral Appointments</u> confirmed by Council			TERM EXPIRATION DATE
Ross Doty	2019 Ridgecrest Drive	730-2926	First Monday of May, 2016
Gene Gemignani	PO Box 5256	270-0447 (C) 752-2575 (W)	First Monday of May, 2015
Jim Trout	PO Box 695	863-2265 (W)	First Monday of May, 2014

5:50 pm

received  
4/9/14



City of Whitefish, City Clerk's Office  
418 E. 2<sup>nd</sup> Street, PO Box 158  
Whitefish, Mt 59937  
406-863-2400  
nlorang@cityofwhitefish.org

March 27, 2014

Dear Ron:

Your term on the Park Board

expires this year on May 1, 2014

As a matter of course, the City will also be advertising this position along with others also expiring at this time. The deadline to receive letters of application, and to receive your letter of interest if you want to reapply to serve another term, is April 23, 2014. Interviews with the Council will be scheduled in May and June as needed; I will call you to set up your specific interview time if you are re-applying. If you wish, you can complete the blank lines below and return this notice to me in place of a new letter of interest.

I have enclosed a copy of the ad we will be running.

If you are not planning to 're-up' for your position again, please let me know.

Thank you, and thank you for your service to the community of Whitefish!

*Necile Lorang*

Necile Lorang, CMC  
Whitefish City Clerk

To Whitefish City Council:  
I am interested in serving another term on the Park Board

Ron B  
Signature

862-6446  
Daytime Phone #

6:10 pm



City of Whitefish, City Clerk's Office  
418 E. 2<sup>nd</sup> Street, PO Box 158  
Whitefish, Mt. 59937  
406-863-2400  
nlorang@cityofwhitefish.org

March 27, 2014

Dear Susan:

Your term on the Park Board

expires this year on May 1, 2014

As a matter of course, the City will also be advertising this position along with others also expiring at this time. The deadline to receive letters of application, and to receive your letter of interest if you want to reapply to serve another term, is April 23, 2014. Interviews with the Council will be scheduled in May and June as needed; I will call you to set up your specific interview time if you are re-applying. If you wish, you can complete the blank lines below and return this notice to me in place of a new letter of interest.

I have enclosed a copy of the ad we will be running.

If you are not planning to 're-up' for your position again, please let me know.

Thank you, and thank you for your service to the community of Whitefish!

*Necile Lorang*

Necile Lorang, CMC  
Whitefish City Clerk

To Whitefish City Council:  
I am interested in serving another term on the Park Board

*JmD*  
Signature

212-8334  
Daytime Phone #

## BOARD OF PARK COMMISSIONERS

### 2-2-1: BOARD CREATED; MEMBERSHIP:

The board of park commissioners must be composed of the mayor, or the mayor's designee, and six (6) other persons to be appointed by the mayor, with the approval of the city council. The seven (7) persons to be so appointed shall have the same qualifications for the office of park commissioner as are required by Montana code 7-4-4301 for the office of mayor.\*\*

#### **\*\*Montana Code Annotated 2009:**

**7-4-4301. Qualifications for mayor.** (1) A person is not eligible for the office of mayor unless the person:

- (a) is at least 21 years old;
- (b) has been a resident of the state for at least 3 years; and
- (c) has been a resident for at least 2 years preceding the election to office of the city or town or an area that has been annexed by the city or town.

(2) The office of mayor of a city or town is considered vacant if the individual elected as mayor ceases to be a resident of the city or town.\*\*

#### A. Term Of Office:

1. Except as provided in subsection A2 of this section, the term of office of each park commissioner shall be two (2) years from and after May 1 of the year in which he is appointed and until his successor is appointed and qualified.
2. Three (3) of the commissioners first appointed shall hold office for the period of one year from and after May 1 and until their successors are appointed and qualified.

B. Vacancy: Any park commissioner who shall refuse or neglect to attend three (3) meetings of the board between May 1 and April 30 of the following year shall be deemed to have vacated his office, and thereupon his successor may be appointed.

C. Compensation: No park commissioner shall receive compensation for his service rendered under the provisions of this chapter, but the actual and necessary expenses incurred by any member of the board while acting under the orders of the board in the transaction of any business in its behalf may be paid upon being allowed and audited by the board.

D. Oath Of Office: Before entering upon the discharge of his duties, each park commissioner shall take and subscribe the oath provided by Montana code 2-16-211. The oath shall be filed in the office of the city clerk. (Ord. 96-15, 2-18-1997)

### 2-2-2: ORGANIZATION OF BOARD:

- A. On the second Tuesday in May in each year, the board of park commissioners shall meet and organize by electing one of their number president and one of their number vice president, who shall hold their offices, respectively, for the term of one year.
- B. The city clerk or the city clerk's designee shall be ex officio clerk of the board of park commissioners. (Ord. 96-15, 2-18-1997)

### **2-2-3: CONDUCT OF PARK BOARD BUSINESS:**

- A. The board of park commissioners shall hold an annual meeting on the second Tuesday of May and a meeting at least once in each month in each year at such times as the board shall by rule prescribe. Special meetings may also be held at the call of the president or, in his absence, the vice president, upon giving to each member of the board at least twenty four (24) hours' notice in writing of the time and place of holding such meeting.
- B. A majority of the entire board shall be necessary to constitute a quorum for the transaction of the business of the board. (Ord. 96-15, 2-18-1997)

### **2-2-4: POWERS AND DUTIES:**

- A. Officers: Except as provided in Montana code 7-16-4228(2), the president, and in the president's absence the vice president, shall preside at all meetings of the board. (Ord. 96-15, 2-18-1997; amd. 2003 Code)
- B. Park Board Minutes: The minutes of the meeting contained in the record book, when approved by the board, shall be prima facie evidence of the matters and things therein recited in any court of this state.
- C. Park Board Powers And Duties:
  - 1. The board of park commissioners shall have the management and control of all parks belonging to the city.
  - 2. The board of park commissioners shall have the following powers and be charged with the following duties:
    - a. To lay out, establish, improve and maintain parkways, drives and walks in the parks of the city; and to determine when and what parks shall be opened to the public;
    - b. To plant, cultivate, maintain and improve all trees and other plants required to be planted, cultivated and maintained in the parks belonging to the city;
    - c. If directed by the city council, to plant, cultivate, maintain and improve all trees and other plants required to be planted, cultivated and maintained in the streets, avenues, boulevards and public places in the city and for that purpose to establish and maintain nurseries for the growth of trees and plants;
    - d. Upon receiving approval from the city council, to purchase or otherwise acquire, and sell or otherwise transfer, real property; to make plats thereof; and to file the same in the office of the city clerk;
    - e. To provide written comments and recommendations to the city council prior to any action by the city council to acquire or transfer land used, or to be used, for a city park;
    - f. To pay all obligations authorized to be incurred by the provisions of this part;
    - g. To exercise all other powers incident to the duties enjoined by the provisions of this part. (Ord. 96-15, 2-18-1997)

### **2-2-5: CONTRACTS AND EMPLOYMENT:**

- A. The board of park commissioners has the following powers and duties:

1. To employ and discharge workers, laborers, engineers, foresters and others, and to fix their compensation; and
  2. To make all contracts necessary or convenient for carrying out any and all of the powers conferred and duties enjoined upon the board by this part; provided, however, that any contract having a term of more than five (5) years must be approved by the city council.
- B. All contracts made by the board must be in the name of the city and must be signed by the city clerk and by the president of the board or, in the president's absence, by the vice president of the board; provided, however, that any contract having a term of one year or less may be signed by the parks and recreation director.
- C. An order or resolution authorizing the making of any contract may not be passed or adopted except by a ye and nay vote, which must be recorded in full in the minutes by the city clerk.
- D. The board may elect to have all, or certain, personnel decisions made by the mayor, the city manager or the parks and recreation director pursuant to the policies and regulations governing other city personnel decisions. (Ord. 96-15, 2-18-1997)

**PARK BOARD – WCC 2-2-1 - 2 YEAR TERMS – Mayoral Appointments confirmed by Council (2<sup>nd</sup> Tuesdays @ 7 pm)**

TERM DATE

Mayor/Designee (Richard Hildner, Alternate)

Councilor Frank Sweeney	PO Box 158	863-4848 (O)		
Susan Schnee	1405 E. 2 <sup>nd</sup> Street	863-9856	5/01/2014	
Ron Brunk	130 E. 4 <sup>th</sup> St	862-6466, 862-6858	5/01/2014	
Chris Hyatt	611 Somers Ave	261-7541	5/01/2016	
Doug Wise	1000 Birch Point Dr	862-1463, 407-0927	5/01/2015	President
Terri Dunn	6211 D Shiloh Ave	862-8276, 250-7182	5/01/2015	
Jim DeHerrera	339 Fairway Drive	407-730-2424	5/01/2015	

received  
4/2/14

6:00pm



City of Whitefish, City Clerk's Office  
418 E. 2<sup>nd</sup> Street, PO Box 158  
Whitefish, Mt 59937  
406-863-2400  
nlorang@cityofwhitefish.org

March 27, 2014

Dear John:

Your term on the Pedestrian & Bicycle Path Advisory Committee  
expires this year on May 31, 2014

As a matter of course, the City will also be advertising this position along with others also expiring at this time. The deadline to receive letters of application, and to receive your letter of interest if you want to reapply to serve another term, is April 23, 2014. Interviews with the Council will be scheduled in May and June as needed; I will call you to set up your specific interview time if you are re-applying. If you wish, you can complete the blank lines below and return this notice to me in place of a new letter of interest.

I have enclosed a copy of the ad we will be running.

If you are not planning to 're-up' for your position again, please let me know.

Thank you, and thank you for your service to the community of Whitefish!

*Necile Lorang*

Necile Lorang, CMC  
Whitefish City Clerk

To Whitefish City Council:

I am interested in serving another term on the Bike/Ped  
Committee

*John D. Phelps*

Signature

862-3333

Daytime Phone #

6:20 pm



City of Whitefish, City Clerk's Office  
418 E. 2nd Street, PO Box 158  
Whitefish, Mt 59937  
406-863-2400  
nlorang@cityofwhitefish.org

March 27, 2014

Dear Tim:

Your term on the Pedestrian & Bicycle Path Advisory Committee  
expires this year on May 31, 2014

As a matter of course, the City will also be advertising this position along with others also expiring at this time. The deadline to receive letters of application, and to receive your letter of interest if you want to reapply to serve another term, is April 23, 2014. Interviews with the Council will be scheduled in May and June as needed; I will call you to set up your specific interview time if you are re-applying. If you wish, you can complete the blank lines below and return this notice to me in place of a new letter of interest.

I have enclosed a copy of the ad we will be running.

If you are not planning to 're-up' for your position again, please let me know.

Thank you, and thank you for your service to the community of Whitefish!

*Necile Lorang*

Necile Lorang, CMC  
Whitefish City Clerk

*Thanks for the notice!*

To Whitefish City Council:  
I am interested in serving another term on the Pedestrian & Bicycle Path Advisory Committee

Signature *[Handwritten Signature]*

730-2924  
Daytime Phone #

received  
4-23-14

6:30pm

Emily Hutchins  
1000 Mountain Park Dr., Whitefish, MT  
emilykhutchins@gmail.com  
(425) 623-2813

To Whom It May Concern:

I am interested in being considered for a position on the Pedestrian and Bicycle Path Advisory Committee. I have been a resident of Whitefish since May 2013 and am actively pursuing opportunities to become more involved in the community I now consider home. Being a very physically active mother in this community, I would be honored to be part of a committee who can assist the City of Whitefish in supporting other families and active community members with amenities such as pedestrian and bicycle paths. This is an excellent resource for our community. I thank you for your consideration and look forward to hearing from you.

Sincerely,  
Emily K Hutchins

received  
4-21-14

6:40pm

City of Whitefish  
418 E. 2<sup>nd</sup> Street  
Whitefish, MT 59937

April 17, 2014

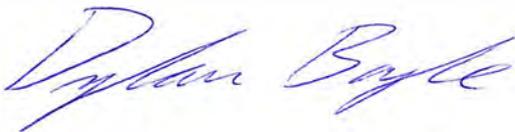
To Whom It May Concern,

My name is Dylan Boyle and I am interested in serving on the Pedestrian & Bicycle Path Advisory Committee for the City of Whitefish. As stated in the requirements of the public notice, applicants for the open positions must have maintained their residency within the City or the Zoning Jurisdiction for a minimum of one year prior to appointment. From August 2010 until September 2012, I resided full-time within the City Limits but did not return to full-time residency again until December 2013. Since my return, I have been working as the Executive Director of the Whitefish Convention and Visitors Bureau and I have no intention of leaving the position nor my residence in Whitefish.

I believe that our pedestrian walkways and bicycle paths are essential to the character of Whitefish, at a community and business level. As a tourism industry professional who promotes Whitefish to non-resident visitors, I know that the continued support and expansion of our walkways and bicycle paths greatly enhance the visitor experience throughout our town and are a true asset to the long term viability of our tourism economy. I believe that I would bring a valuable and unique perspective to the Pedestrian & Bicycle Path Advisory Committee.

I would be happy to answer any questions that you have.

Sincerely,



Dylan Boyle  
150 Reservoir Road  
Whitefish, MT 59937  
(406) 862-3390  
[dylan@explorewhitefish.com](mailto:dylan@explorewhitefish.com)

## PEDESTRIAN AND BICYCLE PATH ADVISORY COMMITTEE

### 2-8-1: STANDING COMMITTEE ESTABLISHED:

There is hereby established a pedestrian and bicycle path advisory committee (hereinafter "committee"). (Ord. 05-30, 12-5-2005)

### 2-8-2: PURPOSE, POWERS, PROCESSES AND DUTIES:

The purpose and duties of the committee are to provide advice and recommendations to the city council, park board of commissioners, pedestrian and bicycle path easement negotiators<sup>1</sup> (hereinafter "easement negotiators") and city staff on matters of pertinence and interest related to the development of pedestrian and bicycle trails pursuant to the Whitefish pedestrian and bicycle path master plan. The committee shall report its advice and recommendations primarily to the park board of commissioners and the easement negotiators. The committee shall act in an advisory capacity only. Nothing in this chapter shall be construed to provide the committee with the power to authorize or prohibit the use of public funds. The committee shall be entitled to conduct fundraising activities and expend any funds raised for purposes related to the city's pedestrian and bicycle paths. In conducting fundraising activities, the committee shall not be entitled to incur indebtedness that could be charged against the city. (Ord. 05-30, 12-5-2005)

### 2-8-3: MEMBERSHIP:

A. Appointment; Compensation: The committee shall have seven (7) members. Members shall be appointed by the city council. Not less than four (4) members shall reside within the corporate limits of the city. Three (3) members may reside within the Whitefish planning jurisdictional boundary. Members shall have maintained residency within specified boundary requirements for one year prior to appointment to the committee. The city council shall appoint members according to the following representation categories: one member who is also the mayor or a city councilor; one member who is also a member of the park board of commissioners; one member who is also a member of the resort tax monitoring committee; and four (4) members who are citizen members at large. The city manager shall serve on the committee in an ex officio capacity. The city clerk shall make appropriate notation of a member's representation category on the official committee roster. Committee members shall receive no compensation. Contracted consultants and city staff, except as otherwise provided for by the city manager, shall not serve as members, but may assist and participate in the facilitation of committee business.

B. Terms; Positions: Committee terms shall be two (2) years. There are hereby created positions numbered 1 through 7 inclusive of the members of the committee. The term for members serving pursuant to this chapter terminate on the date specified below for each position:

<u>Position Number</u>	<u>Representation Category</u>	<u>Expiration Date</u>
1	Mayor or councilor	May 31, 2007

2	Member at large	May 31, 2007
3	Member at large	May 31, 2007
4	Resort tax committee	May 31, 2006
5	Member at large	May 31, 2006
6	Park board	May 31, 2006
7	Member at large	May 31, 2006

Thereafter members appointed to each position shall serve for two (2) year terms; the first of such terms beginning on June 1 of the year in which the term for the position expires. At the discretion of the city council, members may be appointed for more than one term.

C. Removal Of Member: A member may be removed from the committee by majority vote of the city council for cause upon written charges and after a public hearing. Wilful disregard of this chapter and the rules of procedures of the committee, or absences from three (3) consecutive meetings, including regular and special meetings, or absences from more than fifty percent (50%) of such meetings held during the calendar year, shall constitute cause for removal. Circumstances of the absences shall be considered by the city council prior to removal. Any person who knows in advance of his or her inability to attend a specific meeting shall notify the chairperson or secretary of the committee at least twenty four (24) hours prior to any scheduled meeting.

D. Vacancy: Pursuant to subsections A and B of this section, any vacancy on the committee shall be filled by the city council acting in a regular or special session for the unexpired term of the position wherein the vacancy exists. The city council may appoint members of the city council to temporarily fill vacant positions on the committee. (Ord. 05-30, 12-5-2005)

**2-8-4: ORGANIZATION:**

The committee, at its first meeting after June 1 of each year, the committee shall elect a chairperson, vice chairperson and secretary for the next twelve (12) month period. Upon the absence of the chairperson, the vice chairperson shall serve as chairperson pro tem. If the secretary is absent from a specific meeting, the attending members shall elect a secretary pro tem for the meeting. If a vacancy occurs in the chairperson, vice chairperson or secretary positions, the committee shall elect a member to fill the vacancy at the next meeting. The secretary need not be a member of the committee and shall keep an accurate record of all committee proceedings. (Ord. 05-30, 12-5-2005)

**2-8-5: MEETINGS; RULES AND REGULATIONS:**

Four (4) members of the committee shall constitute a quorum. Not less than a quorum of the committee may transact any business before the committee. The concurring vote of a simple majority of members present shall be necessary to decide any question or matter before the committee. The committee shall adopt rules of procedure for the conduct of meetings consistent with statutes, the city charter, ordinances and resolutions. Meetings of the committee shall be held at least once every three (3) months or at the call of the chairperson or the easement negotiators, and at such other times as the committee may determine. All meetings shall be open to the public. (Ord. 05-30, 12-5-2005)

**2-8-6: STAFF SUPERVISION:**

The committee shall have no supervisory control and shall not direct city staff in the performance of their official duties. (Ord. 05-30, 12-5-2005)

**2-8-7: NO EXPENDITURES AUTHORIZED:**

The committee shall not have authority to make any expenditures on behalf of the city or disburse any funds provided by the city or to obligate the city for any funds. (Ord. 05-30, 12-5-2005)

**2-8-8: EASEMENT NEGOTIATORS:**

A. Negotiators Established: There are hereby established two (2) appointive positions to be known as the pedestrian and bicycle path easement negotiators (hereinafter "negotiators").

B. Purpose, Powers And Duties: The purpose and duties of the negotiators are to represent the city in easement negotiations related to the development of pedestrian and bicycle trails pursuant to the Whitefish pedestrian and bicycle path master plan. The negotiators shall be the only individuals authorized to represent the city in trail easement negotiations. All agreements developed between the negotiators and property owners shall require approval by the city council to gain acceptance by the city.

C. Membership: The city council shall appoint two (2) negotiators and designate a lead negotiator from among the two (2) appointments. Except for city employees, negotiators shall receive no compensation. Negotiators shall serve indefinite terms at the pleasure and discretion of the city council. Negotiators serving on the effective date of this chapter shall, within the discretion of the city council, continue in their respective positions.

D. Lead Negotiator: The lead negotiator shall decide plans, methods used, offers tendered and concessions made in negotiating easement agreements. The lead negotiator is authorized to include other individuals in negotiation meetings if, in his discretion, such individuals would be helpful in developing an easement agreement. (Ord. 02-12, 4-1-2002)

**2-8-9: FISH TRAILS COORDINATORS:**

There is hereby established the positions within the committee of "Fish Trails coordinators". There shall be three (3) Fish Trails coordinators appointed by the committee from among its members or from the two (2) easement negotiators (established by ordinance 02-12). Committee members and easement negotiators may serve as Fish Trails coordinators only so long as they remain members of the committee or appointed as easement negotiators. The terms for Fish Trails coordinators shall terminate on the date specified for each position.

<u>Position Number</u>	<u>Expiration Date</u>
1	May 31, 2006
2	May 31, 2006
3	May 31, 2006

Thereafter Fish Trails coordinators shall serve one year terms, the first of such terms beginning on June 1 of the year in which the term for the position expires. Coordinators may be appointed for more than one term. The parks and recreation director shall serve as an ex officio Fish Trails coordinator.

The Fish Trails coordinators shall endeavor to promote awareness of and enthusiasm for the Whitefish trails system. The Fish Trails coordinators shall, with the assistance of volunteers, be responsible for the following matters, and for any other matters that the committee assigns that are consistent with this chapter:

- A. Maintenance of the Fish Trails website;
- B. Publishing of the Fish Trails newsletter;
- C. Organizing events related to the city's trails system;
- D. Handling public relations for Fish Trails events and the city's trails system;
- E. Attracting and increasing Fish Trails membership as a method of fundraising;
- F. Attracting and directing volunteers to assist with various Fish Trails projects and activities; and
- G. Conducting fundraising efforts.

Fish Trails Coordinators may be removed, and vacancies may be filled, by the committee. Fish Trails coordinators shall make decisions by majority vote. Fish Trails coordinators shall be primarily advisory to the committee, and shall obtain committee approval of projects that it undertakes. All meetings shall be open to the public. The coordinators shall not make expenditures or disburse funds on behalf of the city. (Ord.

05-30, 12-5-2005)

Footnote 1: See section 2-8-8 of this chapter.

**2-8-8: EASEMENT NEGOTIATORS:**

- A. **Negotiators Established:** There are hereby established two (2) appointive positions to be known as the pedestrian and bicycle path easement negotiators (hereinafter "negotiators").
- B. **Purpose, Powers And Duties:** The purpose and duties of the negotiators are to represent the city in easement negotiations related to the development of pedestrian and bicycle trails pursuant to the Whitefish pedestrian and bicycle path master plan. The negotiators shall be the only individuals authorized to represent the city in trail easement negotiations. All agreements developed between the negotiators and property owners shall require approval by the city council to gain acceptance by the city.
- C. **Membership:** The city council shall appoint two (2) negotiators and designate a lead negotiator from among the two (2) appointments. Except for city employees, negotiators shall receive no compensation. Negotiators shall serve indefinite terms at the pleasure and discretion of the city council. Negotiators serving on the effective date of this chapter shall, within the discretion of the city council, continue in their respective positions.
- D. **Lead Negotiator:** The lead negotiator shall decide plans, methods used, offers tendered and concessions made in negotiating easement agreements. The lead negotiator is authorized to include other individuals in negotiation meetings if, in his discretion, such individuals would be helpful in developing an easement agreement. (Ord. 02-12, 4-1-2002)

**PEDESTRIAN & BICYCLE PATH ADVISORY COMMITTEE – WCC 2-8-1**

**\*(Minimum of 4 Whitefish City Limit residents required)\***

**Two-year terms, 1<sup>st</sup> Monday/month  
@ 8:00 AM Council Conference Room**

Position # Term Expiration Date

- |    |   |   |                    |              |
|----|---|---|--------------------|--------------|
| 1. | *Richard Hildner, Councilor                       | PO Box 158  | 862-2831           | May 31, 2016 |
| 2. | *Mike Fitzgerald, Member at Large                 | 412 Lupfer Avenue                                   | 862-7426           | May 31, 2015 |
|    |   |   | 862-9977 (W)       |              |
| 3. | John Phelps, Extra-territorial<br>Member at Large | 615 Monegan Road                                    | 862-3333           | May 31, 2014 |
| 4. | *Doug Reed, Resort Tax<br>Representative          | Whitefish Lake Golf Club<br>Restaurant, PO Box 1719 | 862-5285           | May 31, 2015 |
| 5. | *Jim DeHerrera, Member at Large                   | 339 Fairway Drive                                   | 407-730-2424       | May 31, 2014 |
| 6. | * Ron Brunk, Park Board Representative,           | 130 E. 4 <sup>th</sup> St,                          | 862-6466, 862-6858 | May 31, 2014 |
| 7. | *Hunter Homes, Member at Large (233 Woodland Pl)  | PO Box 194  | 314-1417           | May 31, 2015 |

Easement Negotiation Delegation - WCC 2-8-8

City Manager Stearns PO Box 158, WF 863-2406 (W) 863-2419 (F) City Manager

Doug Adams 214 Rusty Spur Trail, WF

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## CITY COUNCIL REGULAR MEETING AGENDA

The following is a summary of the items to come before the City Council at its regular session to be held on Monday, May 5, 2014, at **7:10 p.m.** at City Hall, 402 East Second Street.

Ordinance numbers start with 14-05. Resolution numbers start with 14-12.

- 1) CALL TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) PRESENTATION – FY13 Audit presentation for fiscal year ended June 30, 2013 – Denning, Downey and Associates (p. 41)
- 4) COMMUNICATIONS FROM THE PUBLIC – (This time is set aside for the public to comment on items that are either on the agenda, but not a public hearing or on items not on the agenda. City officials do not respond during these comments, but may respond or follow-up later on the agenda or at another time. The Mayor has the option of limiting such communications to three minutes depending on the number of citizens who want to comment and the length of the meeting agenda)
- 5) COMMUNICATIONS FROM VOLUNTEER BOARDS
- 6) CONSENT AGENDA (The consent agenda is a means of expediting routine matters that require the Council's action. Debate does not typically occur on consent agenda items. Any member of the Council may remove any item for debate. Such items will typically be debated and acted upon prior to proceeding to the rest of the agenda. Ordinances require 4 votes for passage – Section 1-6-2 (E)(3) WCC)
  - a) Minutes from the April 21, 2014 Council regular meeting (p. 110)
  - b) Consideration of approving an amendment to the Declaration of Condominium Covenants, Conditions, and Restrictions for Great Northern Heights Phases 3 and 3A subdivisions (p. 118)
  - c) Resolution No. 14-\_\_\_; A Resolution extending the corporate limits of the City of Whitefish, Montana, to annex within the boundaries of the City a certain tract of land known as 1726 West Lakeshore Drive, for which the owner has petitioned for and consented to annexation (p. 134)
- 7) PUBLIC HEARINGS (Items will be considered for action after public hearings) (Resolution No. 07-33 establishes a 30 minute time limit for applicant's land use presentations. Ordinances require 4 votes for passage – Section 1-6-2 (E)(3) WCC))

None

8) COMMUNICATIONS FROM PUBLIC WORKS DIRECTOR

- a) Resolution No. 14-\_\_\_; A Resolution establishing "No Parking" Zones along portions of West Sixth Street, West Fifth Street, Geddes Avenue, Jennings Avenue, West Third Street and Good Avenue, between Baker Avenue and West Second Street (p. 146)
- b) Consideration of a recommendation from the Resort Tax Monitoring Committee to move Somers Avenue up on the Resort Tax street reconstruction priority list to be the next project after the West 7<sup>th</sup> Street project (p. 161)

9) COMMUNICATIONS FROM CITY MANAGER

- a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 166)
- b) Other items arising between April 30<sup>th</sup> and May 5<sup>th</sup>
- c) Consideration of awarding a construction contract to Meredith Construction for Depot Park restrooms as an addition to the O'Shaughnessy Center (p. 169)
- d) Consideration of approving an architectural agreement with Mosaic Architects of Helena, MT for the design of a new City Hall and Parking Structure (p. 179)

10) COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS

- a) Consideration of making temporary appointments to the Whitefish City-County Planning Board to ensure a quorum until permanent appointments are made (p. 206)
- b) Committee/board appointments not made during prior Special Meeting

11) ADJOURNMENT (Resolution 08-10 establishes 11:00 p.m. as end of meeting unless extended to 11:30 by majority)



The following Principles for Civil Dialogue are adopted on 2/20/2007 for use by the City Council and by all boards, committees and personnel of the City of Whitefish:

- We provide a safe environment where individual perspectives are respected, heard, and acknowledged.
- We are responsible for respectful and courteous dialogue and participation.
- We respect diverse opinions as a means to find solutions based on common ground.
- We encourage and value broad community participation.
- We encourage creative approaches to engage public participation.
- We value informed decision-making and take personal responsibility to educate and be educated.
- We believe that respectful public dialogue fosters healthy community relationships, understanding, and problem-solving.
- We acknowledge, consider and respect the natural tensions created by collaboration, change and transition.
- We follow the rules and guidelines established for each meeting.

Adopted by Resolution 07-09  
February 20, 2007

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April 30, 2014

The Honorable Mayor Muhlfeld and City Councilors  
City of Whitefish  
Whitefish, Montana

Mayor Muhlfeld and City Councilors:

**Monday, May 5, 2014 City Council Agenda Report**

There will be a work session beginning at 5:15 p.m. for interviews for various boards and commission vacancies. Food will be provided.

The regular Council meeting will begin at 7:10 p.m.

**CONSENT AGENDA** (The consent agenda is a means of expediting routine matters that require the Council's action. Debate does not typically occur on consent agenda items. Any member of the Council may remove any item for debate. Such items will typically be debated and acted upon prior to proceeding to the rest of the agenda. Ordinances require 4 votes for passage – Section 1-6-2 (E)(3) WCC)

- a) Minutes from the April 21, 2014 Council regular meeting (p. 110)
- b) Consideration of approving an amendment to the Declaration of Condominium Covenants, Conditions, and Restrictions for Great Northern Heights Phases 3 and 3A subdivisions (p. 118)
- c) Resolution No. 14-\_\_\_; A Resolution extending the corporate limits of the City of Whitefish, Montana, to annex within the boundaries of the City a certain tract of land known as 1726 West Lakeshore Drive, for which the owner has petitioned for and consented to annexation (p. 134)

**RECOMMENDATION:** Staff respectfully recommends the City Council approve the Consent Agenda.

**Item a is an administrative matter, item b is a quasi-judicial matter, and item c is a legislative matter.**

**PUBLIC HEARINGS** (Items will be considered for action after public hearings) (Resolution No. 07-33 establishes a 30 minute time limit for applicant's land use presentations. Ordinances require 4 votes for passage – Section 1-6-2 (E)(3) WCC)

None

## COMMUNICATIONS FROM PUBLIC WORKS DIRECTOR

- a) Resolution No. 14-\_\_\_; A Resolution establishing "No Parking" Zones along portions of West Sixth Street, West Fifth Street, Geddes Avenue, Jennings Avenue, West Third Street and Good Avenue, between Baker Avenue and West Second Street (p. 146)

From Public Works Director John Wilson's staff report:

The Public Works Department presented a proposal at the April 21st City Council meeting to create No Parking zones along all or portions of West 6<sup>th</sup> Street, West 5<sup>th</sup> Street (aka North Street), Geddes Avenue, Jennings Avenue, West 3<sup>rd</sup> Street and Good Avenue, between Baker Avenue and West 2<sup>nd</sup> Street, as was contemplated during design of the 6<sup>th</sup> and Geddes Street Reconstruction Project.

After considering the staff report and public comment, the City Council directed Public Works to prepare a resolution for consideration at the May 5th Council meeting, including provisions for No Parking zones and limited areas with parking allowed on one side of the street.

Copies of the staff memo and minutes from the April 21st Council meeting are attached, as well as a notice of the proposed resolution which was mailed to property owners and residents along the route.

### Current Report

Staff recommends the following areas be designated as No Parking zones. A map is included with the attached resolution.

- Both sides of West 6<sup>th</sup> Street from the west edge of the Baker Avenue right of way to points 40 feet west,
- The north side of West 6<sup>th</sup> Street, starting at a point 10 feet west of the projected west edge of the Lupfer Avenue right of way and ending at a point 95 feet to the east,
- Both sides of West 5<sup>th</sup> Street (aka North Street) between Flint and Geddes Avenues,
- Both sides of Geddes Avenue between West 5<sup>th</sup> Street (aka North Street) and West 4<sup>th</sup> Street, excluding a 130 foot long section on the west side of Geddes Avenue located between two points 50 and 180 feet south of the south edge of the West 4<sup>th</sup> Street right of way as measured along the curb line,
- Both sides of Jennings Avenue between West 4<sup>th</sup> Street and West 3<sup>rd</sup> Street, excluding a 65 foot long section along the east side of Jennings Avenue located between two points 40 and 105 feet north of the projected north edge of the West 4<sup>th</sup> Street right of way,
- Both sides of West 3<sup>rd</sup> Street east of the projected west edge of Jennings Avenue, and
- Both sides of Good Avenue, excluding a 90 foot long section on the east side of the road between two points located 90 and 180 feet north of the south edge of the West 3<sup>rd</sup> Street right of way.

The recommended No Parking zones will ensure safe passage for emergency vehicles and enable more efficient snow removal. Those areas with parking on one side of the street will allow reasonable passage of vehicles while providing a moderate level of traffic calming.

The cost to install the necessary No Parking signs will be less than \$1000. The work will be performed by the Public Works Department and all costs will be paid out of the Street Fund.

**RECOMMENDATION:** Staff respectfully recommends the City Council adopt a Resolution establishing "No Parking" Zones along portions of West Sixth Street, West Fifth Street, Geddes Avenue, Jennings Avenue, West Third Street and Good Avenue, between Baker Avenue and West Second Street.

**This item is a legislative matter.**

- b) Consideration of a recommendation from the Resort Tax Monitoring Committee to move Somers Avenue up on the Resort Tax street reconstruction priority list to be the next project after the West 7<sup>th</sup> Street project (p. 161)

From Public Works Director John Wilson's staff report:

At their last meeting on April 16th, the Resort Tax Monitoring Committee (RTMC) voted to recommend Somers Avenue be designated as the project to follow the West 7th Street on the Street Reconstruction Priority List. The scope of work would include roadway reconstruction, water main replacement and drainage improvements from East 2nd to East 8th Street, with new curb, gutters, sidewalks and street lights.

The next four priority projects following West 7<sup>th</sup> Street are Edgewood Place, Karrow Avenue, State Park Road and Somers Avenue, in that order.

The greatest need on East Edgewood Place is for storm drainage and sidewalk improvements. Karrow Avenue is in reasonable condition, although a new bicycle and pedestrian path would provide a useful connection in the City trail system. State Park Road has substantial needs for drainage improvements to serve the surrounding area. A proposed bicycle/pedestrian trail would also provide a useful connection between Highway 93 and the State Park. Somers Avenue has the greatest infrastructure needs of the four, with deteriorated asphalt, an 80+ year old cast iron water main subject to leaks and ineffective storm drainage.

Our recent Capital Improvement Plans have included a concept to reconstruct Somers Avenue from East 2<sup>nd</sup> to East 8<sup>th</sup> street as a phased project, over a 7 to 8 year period, using a combination of Street, Water, and Stormwater funds. We tried this approach because the need is so great and Somers Avenue is currently 7 to 8 years out on the priority list. We budgeted for design and Phase I construction in FY 2014, but soon

discovered the grades to be such that extensive sections of new curb and gutter would be required.

This project was conceived as a bare bones project, without new curb and gutter; and for that matter without new sidewalks or street light improvements. Additional Street funds are not available for a Somers Avenue project while continuing to meet needs in other areas. A full street reconstruction is needed, but that requires a higher level of funding that is available only to Resort Tax projects. So the choices for Somers Avenue are to move it up on the Resort Tax priority list and plan a project for sometime around 2017/2018 or work with the current priority list and wait for a project sometime around 2021/2022.

Council direction on this matter will facilitate Public Works' planning for interim maintenance on Somers Avenue.

The proposed action does not involve an immediate financial requirement. Although a detailed estimate is not available, we expect the cost of engineering and construction for a Somers Avenue project would be around \$1,500,000 to \$1,750,000 in today's dollars.

**RECOMMENDATION:** Staff respectfully recommends the City Council amend the Street Reconstruction Priority List to rank Somers Avenue as the #2 project, immediately following the West 7<sup>th</sup> Street project.

**This item is a legislative matter.**

7) COMMUNICATIONS FROM CITY MANAGER

- a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 166)
- b) Other items arising between April 30<sup>th</sup> and May 5<sup>th</sup>
- c) Consideration of awarding a construction contract to Meredith Construction for Depot Park restrooms as an addition to the O'Shaughnessy Center (p. 169)

Karl Cozad, former Parks and Recreation Director, came to the City Council on March 17<sup>th</sup>, 2014 for authorization to go out to bid for the Depot Park Restrooms as an addition to the O'Shaughnessy Center. The City Council approved going out to bid for the restrooms which had an engineer's estimate of \$191,838. Karl's staff report, architectural drawings, and the engineer's cost estimate are attached in the packet.

We opened bids on April 16<sup>th</sup> and the following were the bid results:

Meredith Construction -	\$191,500.00
Swank Enterprises -	\$213,500.00
Camas Creek Contracting -	\$218,757.00

All three bidders said they could meet the August 8, 2014 completion date.

Karl's original budget request one year ago was \$100,000 so that is what was budgeted in the Tax Increment Fund. However, the rest of Depot Park Master Plan Phase 2 project had an additional budget of \$547,000 in the TIF, so this contract award will cut into the remainder of the Depot Park Phase 2 improvements. The primary remaining improvement in Phase 2 is the construction of a gazebo in the southeast corner of Depot Park.

**RECOMMENDATION:** City staff respectfully recommends that the City Council award the construction contract for the Depot Park Restrooms at the O'Shaughnessy Center to Meredith Construction in the amount of \$191,500.00 and direct us to return the bid security at the appropriate time.

**This item is a legislative matter.**

- d) Consideration of approving an architectural agreement with Mosaic Architects of Helena, MT for the design of a new City Hall and Parking Structure (p. 179)

On December 11, 2013, the City Hall Steering Committee held a design competition among four architectural firms who were the finalists selected for the City Hall architectural design project. The City Hall Steering Committee subsequently met and decided to recommend Mosaic Architecture of Helena, MT as the preferred architectural firm to negotiate a contract with. The City Council approved their recommendation that we negotiate a contract with Mosaic Architecture at the City Council meeting on January 21, 2014.

I have worked with Ben Tintinger of Mosaic Architecture since January on a contract and scope of services. Attached in the packet is the proposed contract and Mary VanBuskirk prepared and reviewed the contract form (not the exhibits). The contract will outline all the phases of architectural and engineering work, however, we will only authorize proceeding with one phase at a time. The contract can be terminated by either party at the end of each phase, so our initial obligation is only for Phase 1 work of design and development. Much of that work will involve meeting with each department that will be located in City Hall and meeting with the City Hall Steering Committee.

The cost of the work for Phase 1 is estimated to be \$ 65,650.00 for architectural services and \$8,000.00 for Phase 1 services of Kimley-Horn, the engineering company. There is a spreadsheet attached to the contract as Exhibit B providing showing the cost for Phase 1.

**RECOMMENDATION:** City staff respectfully recommends that the City Council approve a Professional Architectural Services Contract with Mosaic Architecture of Helena, MT with the first phase not to exceed \$73,650.00.

**This item is a legislative matter.**

8) COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS

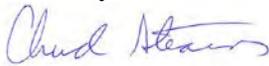
- a) Consideration of making temporary appointments to the Whitefish City-County Planning Board to ensure a quorum until permanent appointments are made (p. 206)

Mary VanBuskirk has a detailed memo in the packet describing the applicable state statutes, city ordinances, and documents related to this matter.

- b) Committee/board appointments not made during prior Special Meeting

ADJOURNMENT (Resolution 08-10 establishes 11:00 p.m. as end of meeting unless extended to 11:30 by majority)

Sincerely,



Chuck Stearns  
City Manager

## "Cheat Sheet" for Robert's Rules

<b>Motion</b>	In Order When Another has the Floor?	Second Required?	Debatable?	Amendable?	Vote Required for Adoption	Can be reconsidered?
<b>Main Motion</b>	N	Y	Y	Y	Majority unless other spec'd by Bylaws	Y
<b>Adjournment</b>	N	Y	N	Y	Majority	N
<b>Recess</b> (no question before the body)	N	Y	N	Y	Majority	N
<b>Recess</b> (question before the body)	N	Y	Y	Y	Majority	N
<b>Accept Report</b>	N	Y	Y	Y	Majority	Y
<b>Amend Pending Motion</b>	N	Y	If motion to be amended is debatable	Y	Majority	Y
<b>Amend an Amendment of Pending Motion</b>	N	Y	See above	N	Majority	Y
<b>Change from Agenda</b> to Take a Matter out of Order	N	Y	N	N	Two-thirds	N
<b>Limit Debate Previous Question / Question</b>	N	Y	N	Y	Two-thirds	Yes, but not if vote taken on pending motion.
<b>Limit Debate</b> or extend limits for duration of meeting	N	Y	Y	Y	Two-thirds	Y
<b>Division of Assembly (Roll Call)</b>	Y	N	N	N	Demand by a single member compels division	N
<b>Division of Ques/ Motion</b>	N	Y	N	Y	Majority	N
<b>Point of Information</b>	Y	N	N	N	Vote is not taken	N
<b>Point of Order / Procedure</b>	Y	N	N	N	Vote is not taken	N
<b>Lay on Table</b>	N	Y	N	N	Majority	N
<b>Take from Table</b>	N	Y	N	N	Majority	N
<b>Suspend the Rules</b> as applied to rules of order or, take motion out of order	N	Y	N	N	Two-thirds	N
<b>Refer (Commit)</b>	N	Y	Y	N	Majority	Neg. vote only

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CITY OF WHITEFISH  
FLATHEAD COUNTY, MONTANA  
Fiscal Year Ended June 30, 2013

**AUDIT REPORT**

**Denning, Downey & Associates, P.C.**  
CERTIFIED PUBLIC ACCOUNTANTS

CITY OF WHITEFISH  
FLATHEAD COUNTY, MONTANA

Fiscal Year Ended June 30, 2013

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CITY OF WHITEFISH

FLATHEAD COUNTY, MONTANA

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CITY OF WHITEFISH  
FLATHEAD COUNTY, MONTANA

**ORGANIZATION**

Fiscal Year Ended June 30, 2013

**CITY COUNCIL**

John Anderson	Council Member
Frank Sweeney	Council Member
Richard Hildner	Council Member
Bill Kahle	Council Member
Phillip Mitchell	Council Member
Chris Hyatt	Council Member

**CITY OFFICIALS**

Chuck Stearns	City Manager
Mary VanBuskirk	City Attorney
Bradley Johnson	Municipal Judge
Necile Lorang	City Clerk, Administrative Services Director
William Dial	Chief of Police
Rich Knapp	Assistant City Manager, Finance Director

**CITY OF WHITEFISH  
MANAGEMENT DISCUSSION AND ANALYSIS  
FISCAL YEAR ENDED JUNE 30, 2013**

The discussion and analysis of the City of Whitefish's financial performance provides an overview of the City's financial activities for the fiscal year ended June 30, 2013. The City encourages readers to consider the information presented in conjunction with the City's financial statements and accompanying notes.

**FINANCIAL HIGHLIGHTS**

- The assets of the City exceeded its liabilities at the fiscal year end by \$75,993,995 as reported in the statement of net position. Of this amount, (\$49,464) is unrestricted and may be used to meet the City's ongoing obligations to citizens and creditors in accordance with the City's fund designations.
- The total fiscal year end governmental fund balance was \$13,696,193 as reported in the balance sheet.
- The unassigned general fund balance at fiscal year-end was \$1,397,827.

**Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements, which are comprised of three components:

1. Government-wide financial statements
2. Fund Financial Statements
3. Notes to the Financial Statements

Other supplementary information is also included at the end of the financial section.

**Government-wide Financial Statements**

The **government-wide financial statements** are designed to provide readers with a broad overview of the City's finances using the accrual basis of accounting, the basis of accounting used by most private-sector businesses.

The **statement of net position** presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases and decreases in net position may serve as a useful indicator of whether the City's financial position is improving or deteriorating.

The **statement of activities** presents information reflecting how the City's net position have changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g. delinquent taxes and earned but unused vacation leave).

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public works, planning, culture and recreation, housing and economic development, and debt service. The business-type activities of the City include water, wastewater, solid waste, and ambulance operations.

### **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

**Governmental Funds** - Governmental funds are used to account for those same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide statements, the fund financial statements are prepared on the modified accrual basis in which revenues are recognized when they become measurable and available, and expenditures are recognized when the related fund liability is incurred, with the exception of long-term debt and similar long-term items which are recorded when due. Therefore, the focus is on near-term inflows and outflows of spendable resources as well as on the balance of spendable resources available at the end of the fiscal year.

Since the focus of the governmental funds is on near-term resources, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide statements. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison.

**Proprietary Funds** - There are two types of proprietary funds: enterprise and internal service funds. The City maintains only enterprise funds, which are used to report the same functions presented as business-type activities in the government-wide statements. The City uses enterprise funds to account for its water, sewer, solid waste and ambulance operations.

**Fiduciary Funds** - Fiduciary funds are used to account for resources held for the benefit of parties outside the government and are not included in the government-wide financial statements as the resources of these funds are not available to support the City's own programs.

The City has two agency-type fiduciary funds, the Volunteer Fire Pension and Relief Fund, and the Whitefish Trail Fund. The Volunteer Fire agency fund is used as a clearing account for assets held by the City until the funds are disbursed to the Fire Department Relief Association. Two administrative clearing funds for payroll and claims are included in this category. The Whitefish Trail Fund was funded by a private donation, and is used at the discretion of the Whitefish Trail Steering Committee.

### **Notes to Financial Statements**

These notes provide additional narrative and tabular information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

## Other Required Supplementary Information

In addition to the basic financial statements and accompanying notes, these reports present certain required supplementary information concerning the City's budgetary control.

## FINANCIAL ANALYSIS OF THE CITY AS A WHOLE NET POSITION

Net position may serve over time as a useful indicator of a government's financial position. The net position for the fiscal year ending June 30, 2013 were \$75,993,995 an increase of \$3,773,405.

The City's largest portion of net position reflects investment in capital assets (land, buildings, machinery and equipment, etc.) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to citizens. Although the City's investment in its capital assets are reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Restricted net position represent resources that are subject to external restrictions on how they may be used. The unrestricted assets may be used to meet the City's ongoing obligations to citizens and creditors.

The following tables presents consolidated information on the City's net position as of June 30, 2012 and June 30, 2013.

### City of Whitefish - Net position

Table 1 - Net Assets						
	Governmental Activities			Business-type Activities		
	FY13	FY12	Change Inc (Dec)	FY13	FY12	Change Inc (Dec)
Current and other assets	\$ 16,593,450	\$ 16,270,702	\$ 322,748	\$ 4,269,000	\$ 5,418,994	\$ (1,149,994)
Capital assets	54,444,896	52,692,497	1,752,399	23,690,955	22,624,436	1,066,519
Total assets	71,038,346	68,963,199	2,075,147	27,959,955	28,043,430	(83,475)
Long-term debt outstanding	\$ 15,195,954	\$ 15,687,683	\$ (491,729)	\$ 6,799,618	\$ 8,133,225	\$ (1,333,607)
Other liabilities	431,848	348,945	82,903	576,886	616,186	(39,300)
Total liabilities	15,627,802	16,036,628	(408,826)	7,376,504	8,749,411	(1,372,907)
Invested in capital assets, net of debt	41,489,842	38,460,321	3,029,521	17,617,190	15,422,672	2,194,518
Restricted	14,879,442	10,912,532	3,966,910	2,056,985	2,405,573	(348,588)
Unrestricted (deficit)	(958,740)	3,553,718	(4,512,458)	909,276	1,465,774	(556,498)
Total net position	\$ 55,410,544	\$ 52,926,571	\$ 2,483,973	\$ 20,583,451	\$ 19,294,019	\$ 1,289,432

## CHANGES in Net Position

Table 2 - Changes in Net Assets						
	Governmental			Business-type		
	Activities			Activities		
	FY13	FY12	Change Inc (Dec)	FY13	FY12	Change Inc (Dec)
<b>Revenues</b>						
<i>Program revenues (by major source):</i>						
Charges for services	\$ 4,401,363	\$ 3,272,520	\$ 1,128,843	\$ 5,883,386	\$ 6,317,407	\$ (434,021)
Operating grants and contributions	428,565	529,882	(101,317)	28,000	-	28,000
Capital grants and contributions	495,387	3,416,537	(2,921,150)	372,750	870,162	(497,412)
<i>General revenues (by major source):</i>						
Property taxes for general purposes	8,664,032	7,745,163	918,869	-	294,835	(294,835)
Liquor tax apportionment	-	59,611	(59,611)	-	-	-
Video poker apportionment	-	19,925	(19,925)	-	-	-
Miscellaneous	396,801	132,955	263,846	-	-	-
Interest/investment earnings	36,369	112,550	(76,181)	10,704	40,527	(29,823)
Bureau of Indian Affairs	-	-	-	-	45,605	(45,605)
State entitlement	902,680	862,537	40,143	-	-	-
On behalf payments	606,149	323,488	282,661	-	220,939	(220,939)
<b>Total revenues</b>	<b>\$ 15,931,346</b>	<b>\$ 16,475,168</b>	<b>\$ (543,822)</b>	<b>\$ 6,294,840</b>	<b>\$ 7,789,475</b>	<b>\$ (1,494,635)</b>
<b>Program expenses</b>						
General government	\$ 1,002,334	\$ 523,770	\$ 478,564	\$ -	\$ -	\$ -
Public safety	\$ 5,574,407	\$ 3,554,516	2,019,891.00	-	-	-
Public works	\$ 2,089,494	\$ 2,390,278	(300,784.00)	-	-	-
Social and economic services	\$ 1,500	\$ 1,250	250.00	-	-	-
Culture and recreation	\$ 2,035,725	\$ 2,043,382	(7,657.00)	-	-	-
Housing and community development	\$ 2,167,449	\$ 976,312	1,191,137.00	-	-	-
Debt service - interest	\$ 614,469	\$ 610,386	4,083.00	-	-	-
Miscellaneous	\$ 37,770	39,638.00	(1,868.00)	-	-	-
Water	-	-	-	1,910,091.00	1,881,971.00	28,120.00
Wastewater	-	-	-	709,352.00	2,226,197.00	(1,516,845.00)
Solid Waste	-	-	-	-	691,826.00	(691,826.00)
Ambulance	-	-	-	-	1,936,203.00	(1,936,203.00)
<b>Total expenses</b>	<b>\$ 13,523,148</b>	<b>\$ 10,139,532</b>	<b>\$ 3,383,616</b>	<b>\$ 4,881,809</b>	<b>\$ 6,736,197</b>	<b>\$ (1,854,388)</b>
Excess (deficiency) before special items and transfers	2,408,198	6,335,636	(3,927,438)	1,413,031	1,053,278	359,753
Gain (loss) on sale of capital assets	-	-	-	-	-	-
Transfers - net	-	(464,255)	464,255	-	464,255	(464,255)
<b>Increase (decrease) in net position</b>	<b>\$ 2,408,198</b>	<b>\$ 5,871,381</b>	<b>\$ (3,463,183)</b>	<b>\$ 1,413,031</b>	<b>\$ 1,517,533</b>	<b>\$ (104,502)</b>

The City's revenues totaled \$22,226,186 fiscal year ending June 30, 2013. The total cost of all programs and services for that same period were \$18,404,957. Therefore, the increase in net position was \$3,821,229. The table above presents consolidated information on the City's change in net position for the fiscal years ending June 30, 2012 and June 30, 2013.

### City of Whitefish – Changes in Net position

#### Governmental activities

Revenues for the fiscal year ending June 30, 2013 from governmental activities were \$15,931,346 while expenses were \$13,523,148. Net position thus increased \$2,408,198. General government related revenues decreased by \$543,822 from the previous year and expenses increased by \$3,383,616.

#### Business-type activities

Revenues for the fiscal year ending June 30, 2013 from business-type activities were \$6,294,840. Expenses were \$4,881,809 resulting in a decrease in net position of \$104,502. Business-type related revenues decreased by \$1,494,635 from the previous year and expenses decreased by \$1,854,388.

## **Significant Changes**

At the beginning of fiscal year 2013, the ambulance fund, a business type fund, was combined with the fire fund, and governmental fund, now showing as the fire and ambulance fund, a governmental fund, on the fiscal year 2013 financial statements.

## **THE CITY'S FUNDS**

The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Governmental funds are accounted for using the modified accrual basis of accounting. As of the end of fiscal year 2013, the City governmental funds reported a combined fund balance of \$13,696,193. Of that fund balance \$594,098 is unassigned.

## **GENERAL FUND BUDGETARY HIGHLIGHTS**

The City's budget is prepared in accordance with Title 7, Chapter 6, Part 40, MCA (Local Government Budget Act).

Variance between the final revenue budget and actual resulted from better than expected building permit revenue, court revenue, and ambulance revenue. There were no significant variances between the final expenditure budget and actual.

## **CAPITAL ASSET AND DEBT ADMINISTRATION**

### **Capital Assets**

The City's investment in capital assets for its governmental and business-type activities as of June 30, 2013 totals \$59,107,032 (net of related debt). The City's capital investment includes land, buildings, improvements, machinery and equipment, infrastructure, and construction in progress. The depreciation of capital assets is reflected in the various governmental and business-type expense activities.

### **City of Whitefish – Capital Assets (net of depreciation)**

Major capital assets events during FY2013 included the following:

- Continued design of E. 2nd Street Reconstruction and Trail
- Donation of \$25k for new baseball stadium improvements
- Began infrastructure component of Safe Routes to School project
- Completed initial phase of citywide wireless communications network
- Completed construction process on hydroelectric project
- Continued design for utility improvements on the US Hwy 93 Whitefish West Reconstruction Project
- Identified energy efficiency measures in the water and sewer system and began implementation and construction
- Completed improvements to Ice Rink refrigeration system ~\$170k
- Began design work on \$800k Sky Park Bridget project
- Completed most \$150k way finding signage project
- Purchased new street snow blower attachment for commercial loader
- Installed ~\$150k of raw water system controls in the water treatment plant
- Purchased an ~\$85k dump truck in the Public Works Department
- Completed Phase I of 6<sup>th</sup> and Geddes street reconstruction project using Resort Tax Funds

## LONG-TERM DEBT

The City's FY2012 total debt was decreased by 11.2%. New debt was incurred for a for the Ice Rink. No general obligation bonds were issued.

<b>Outstanding Debt</b>					
	<b>Rate/TIC</b>	<b>Annual % Reduction</b>	<b>Amount Due w/n Year</b>	<b>June 30, 2013</b>	<b>June 30, 2012</b>
<b>Revenue Bonds:</b>					
TIF ESC	4.23%	-9.5%	1,305,000	12,020,000	13,285,000
Water	~2.1%	-12.2%	387,000	3,740,000	4,262,000
Sewer	~2.3%	-20.6%	64,000	2,328,000	2,939,764
<b>Special Assessment Bonds:</b>					
SID 166	4.18%	-7.5%	70,000	865,000	935,000
<b>Intercap Loans:</b>					
Ice Rink	1.25%	NA	13,663	140,000	-
<b>Capital Leases:</b>					
Copier	7.27%	100%	-	-	1,196
Sharp MX5111	16.07	-33%	3,623	7,357	10,981
<b>OPEB:</b>					
Governmental	NA	NA	-	1,304,250	795,512*
Business type	NA	NA	-	439,500	530,166*
<b>Compensated Absences:</b>					
Governmental	NA	NA	740,223	936,650	659,994 #
Business type	NA	NA	177,399	286,353	401,295 #
<b>Total</b>		<b>-7.6%</b>	<b>\$2,760,908</b>	<b>21,995,571</b>	<b>23,820,908</b>

\*The business type for fiscal year 2012 includes the ambulance OPEB liability in the amount of \$186,823. In fiscal year 13 an adjustment was made to move this amount from a business liability to a governmental liability as the fund changed to a governmental fund.

# The business type for fiscal year 2012 includes the ambulance compensated absences liability in the amount of \$128,757. In fiscal year 13 an adjustment was made to move this amount from a business liability to a governmental liability as the fund changed to a governmental fund

## **ECONOMIC FACTORS AND NEXT YEAR'S BUDGET**

The City of Whitefish at mid-year FY14, found itself with Property tax supported Funds in an increasingly stronger financial position. As compared to the previous year at the same period the City's General Fund cash balance has increased by 22%. Building License and Permit revenue is continuing to follow a strong trend which began in 2012. Building plan review fees for the year have already exceeded the entire year's revenue estimates by 12% while permit fees are at 98% of the entire year's estimates. Due to construction activity Impact Fee collections are strong and will exceed budget projections. Economic activity in the City continues to be robust as Resort Tax collections continue to track ahead the previous year which was a very successful year (up 10%). Water and Wastewater charges are trending positively due to a combination of increased consumption, additional customers and modest rate increases. The City's interest earnings show a large increase throughout all Funds which is due to the distribution of interest earnings from a large, multi-year certificate of deposit.

## **REQUESTS FOR INFORMATION**

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Director, City of Whitefish, P O Box 158, Whitefish MT 59937.

**Denning, Downey & Associates, P.C.**  
**CERTIFIED PUBLIC ACCOUNTANTS**

1740 U.S. Hwy 93 South, P.O. Box 1957, Kalispell, MT 59903-1957

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**INDEPENDENT AUDITOR'S REPORT**

Mayor and City Council  
City of Whitefish  
Flathead County  
Whitefish, Montana

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of City of Whitefish, Flathead County, Montana, as of and for the year ended June 30, 2013, and the related notes to the financial statements which collectively comprise the City's basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Whitefish, Flathead County, Montana, as of and for the year ended June 30, 2013, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and schedule of funding for other post employment benefits other than pensions on pages 2 through 8, 49 through 54, and 55 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is also not a required part of the financial statements.

The accompanying schedule of expenditures of federal awards is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 28, 2014, on our consideration of the City of Whitefish, Flathead County, Montana's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Whitefish, Flathead County, Montana's internal control over financial reporting and compliance.

*Derring, Downey and Associates, CPAs, P.C.*

March 28, 2014

**City of Whitefish, Flathead County, Montana**  
**Statement of Net Position**  
**June 30, 2013**

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
<b>ASSETS</b>			
Current assets:			
Cash and investments	\$ 10,593,821	\$ 1,569,176	\$ 12,162,997
Taxes and assessments receivable, net	1,318,962	584	1,319,546
Other receivable	85,662	-	85,662
Accounts receivable - net	164,046	463,144	627,190
Notes and loans receivable	35,603	-	35,603
Unamortized bond premium and costs	132,893	-	132,893
Total current assets	<u>\$ 12,330,987</u>	<u>\$ 2,032,904</u>	<u>\$ 14,363,891</u>
Noncurrent assets			
Restricted cash and investments	\$ 3,116,016	\$ 2,215,567	\$ 5,331,583
Capital assets - land	8,353,129	602,783	8,955,912
Capital assets - construction in progress	19,022,250	2,385,661	21,407,911
Capital assets - depreciable, net	27,069,517	20,702,511	47,772,028
Special assessments receivable deferred	1,146,447	20,529	1,166,976
Total noncurrent assets	<u>\$ 58,707,359</u>	<u>\$ 25,927,051</u>	<u>\$ 84,634,410</u>
Total assets	<u>\$ 71,038,346</u>	<u>\$ 27,959,955</u>	<u>\$ 98,998,301</u>
<b>LIABILITIES</b>			
Current liabilities			
Accrued payroll	\$ 151,366	\$ 41,057	\$ 192,423
Current portion of long-term capital liabilities	1,392,286	451,000	1,843,286
Current portion of compensated absences payable	740,223	177,399	917,622
Contracts payable	280,482	-	280,482
Deferred revenue - hydro power	-	347,177	347,177
Total current liabilities	<u>\$ 2,564,357</u>	<u>\$ 1,016,633</u>	<u>\$ 3,580,990</u>
Noncurrent liabilities			
Deposits payable	\$ -	\$ 188,652	\$ 188,652
Noncurrent portion of long-term liabilities	1,304,250	439,500	1,743,750
Noncurrent portion of long-term capital liabilities	11,562,768	5,622,765	17,185,533
Noncurrent portion of compensated absences	196,427	108,954	305,381
Total noncurrent liabilities	<u>\$ 13,063,445</u>	<u>\$ 6,359,871</u>	<u>\$ 19,423,316</u>
Total liabilities	<u>\$ 15,627,802</u>	<u>\$ 7,376,504</u>	<u>\$ 23,004,306</u>
<b>NET POSITION</b>			
Invested in capital assets, net of related debt	\$ 41,489,842	\$ 17,617,190	\$ 59,107,032
Restricted for capital projects	1,989,007	-	1,989,007
Restricted for debt service	4,456,946	2,056,985	6,513,931
Restricted for special projects	8,433,489	-	8,433,489
Unrestricted	(958,740)	909,276	(49,464)
Total net position	<u>\$ 55,410,544</u>	<u>\$ 20,583,451</u>	<u>\$ 75,993,995</u>
Total liabilities and net position	<u>\$ 71,038,346</u>	<u>\$ 27,959,955</u>	<u>\$ 98,998,301</u>

See accompanying Notes to the Financial Statements

City of Whitefish, Flathead County, Montana  
Statement of Activities  
For the Fiscal Year Ended June 30, 2013

Functions/Programs	Expenses	Indirect Expense Allocation	Program Revenues			Net (Expenses) Revenues and Changes in Net Assets Primary Government		Total
			Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business- type Activities	
<b>Primary government:</b>								
Governmental activities:								
General government	\$ 1,158,756	\$ (156,422)	\$ 401,689	\$ -	\$ -	\$ (600,645)	\$ -	\$ (600,645)
Public safety	5,494,147	80,260	2,024,719	183,246	62,823	(3,303,619)	-	(3,303,619)
Public works	2,074,319	15,175	1,412,787	145,709	432,564	(98,434)	-	(98,434)
Social and economic services	1,500	-	-	-	-	(1,500)	-	(1,500)
Culture and recreation	2,021,821	13,904	559,683	53,023	-	(1,423,019)	-	(1,423,019)
Housing and community development	2,162,787	4,662	2,485	46,587	-	(2,118,377)	-	(2,118,377)
Debt service - interest	614,469	-	-	-	-	(614,469)	-	(614,469)
Miscellaneous	37,770	-	-	-	-	(37,770)	-	(37,770)
Total governmental activities	\$ 13,565,569	\$ (42,421)	\$ 4,401,363	\$ 428,565	\$ 495,387	\$ (8,197,833)	\$ -	\$ (8,197,833)
Business-type activities:								
Water	\$ 1,890,908	\$ 19,183	\$ 2,841,061	\$ -	\$ 200,000	\$ -	\$ 1,130,970	\$ 1,130,970
Wastewater	2,240,770	21,596	2,297,669	28,000	172,750	-	236,053	236,053
Solid Waste	707,710	1,642	744,656	-	-	-	35,304	35,304
Total business-type activities	\$ 4,839,388	\$ 42,421	\$ 5,883,386	\$ 28,000	\$ 372,750	\$ -	\$ 1,402,327	\$ 1,402,327
Total primary government	\$ 18,404,957	\$ -	\$ 10,284,749	\$ 456,565	\$ 868,137	\$ (8,197,833)	\$ 1,402,327	\$ (6,795,506)
General Revenues:								
Property taxes for general purposes						\$ 8,664,032	\$ -	\$ 8,664,032
Miscellaneous						396,801	-	396,801
Interest/investment earnings						36,369	10,704	47,073
State entitlement						902,680	-	902,680
On behalf payments						606,149	-	606,149
Total general revenues, special items and transfers						\$ 10,606,031	\$ 10,704	\$ 10,616,735
Change in net position						\$ 2,408,198	\$ 1,413,031	\$ 3,821,229
Net position - beginning						\$ 52,926,571	\$ 19,294,019	\$ 72,220,590
Restatements						75,775	(123,599)	(47,824)
Net position - beginning - restated						\$ 53,002,346	\$ 19,170,420	\$ 72,172,766
Net position - end						\$ 55,410,544	\$ 20,583,451	\$ 75,993,995

See accompanying Notes to the Financial Statements

**City of Whitefish, Flathead County, Montana**  
**Balance Sheet**  
**Governmental Funds**  
**June 30, 2013**

	<u>General</u>	<u>Resort Tax</u>	<u>Tax Increment</u>	<u>Fire and Ambulance</u>	<u>Tax Increment Revenue Bond Debt</u>	<u>SID 166 Bond Debt</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>								
Current assets:								
Cash and investments	\$ 721,512	\$ 2,142,223	\$ 2,015,177	\$ 523,280	\$ -	\$ -	\$ 5,191,629	\$ 10,593,821
Taxes and assessments receivable, net	298,281	-	733,389	81,607	-	10,063	195,622	1,318,962
Other receivable	-	-	85,662	-	-	-	-	85,662
Accounts receivable - net	-	-	-	164,046	-	-	-	164,046
Notes and loans receivable	35,603	-	-	-	-	-	-	35,603
Due from other funds	90,162	-	43,578	-	-	-	6,533	140,273
Unamortized bond premium and costs	-	-	-	-	132,893	-	-	132,893
Total current assets	<u>\$ 1,145,558</u>	<u>\$ 2,142,223</u>	<u>\$ 2,877,806</u>	<u>\$ 768,933</u>	<u>\$ 132,893</u>	<u>\$ 10,063</u>	<u>\$ 5,393,784</u>	<u>\$ 12,471,260</u>
Noncurrent assets:								
Restricted cash and investments	\$ -	\$ -	\$ -	\$ -	\$ 3,116,016	\$ -	\$ -	\$ 3,116,016
Advances to other funds	593,010	-	-	-	-	-	48,740	641,750
Special assessments receivable deferred	-	-	81,286	-	-	1,059,184	5,977	1,146,447
Total noncurrent assets	<u>\$ 593,010</u>	<u>\$ -</u>	<u>\$ 81,286</u>	<u>\$ -</u>	<u>\$ 3,116,016</u>	<u>\$ 1,059,184</u>	<u>\$ 54,717</u>	<u>\$ 4,904,213</u>
Total assets	<u>\$ 1,738,568</u>	<u>\$ 2,142,223</u>	<u>\$ 2,959,092</u>	<u>\$ 768,933</u>	<u>\$ 3,248,909</u>	<u>\$ 1,069,247</u>	<u>\$ 5,448,501</u>	<u>\$ 17,375,473</u>
<b>LIABILITIES</b>								
Current liabilities:								
Accrued payroll	\$ 42,460	\$ -	\$ 5,181	\$ 53,161	\$ -	\$ -	\$ 50,564	\$ 151,366
Due to other funds	-	-	-	-	-	6,533	133,740	140,273
Deferred revenue - taxes	298,281	-	814,675	81,607	-	1,069,247	201,599	2,465,409
Contracts payable	-	-	280,482	-	-	-	-	280,482
Total current liabilities	<u>\$ 340,741</u>	<u>\$ -</u>	<u>\$ 1,100,338</u>	<u>\$ 134,768</u>	<u>\$ -</u>	<u>\$ 1,075,780</u>	<u>\$ 385,903</u>	<u>\$ 3,037,530</u>
Noncurrent liabilities:								
Advances payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,740	\$ 593,010	\$ 641,750
Total liabilities	<u>\$ 340,741</u>	<u>\$ -</u>	<u>\$ 1,100,338</u>	<u>\$ 134,768</u>	<u>\$ -</u>	<u>\$ 1,124,520</u>	<u>\$ 978,913</u>	<u>\$ 3,679,280</u>
<b>FUND BALANCES</b>								
Restricted	\$ -	\$ 2,142,223	\$ 1,858,754	\$ 634,165	\$ 3,248,909	\$ -	\$ 5,218,044	\$ 13,102,095
Unassigned fund balance	1,397,827	-	-	-	-	(55,273)	(748,456)	594,098
Total fund balance	<u>\$ 1,397,827</u>	<u>\$ 2,142,223</u>	<u>\$ 1,858,754</u>	<u>\$ 634,165</u>	<u>\$ 3,248,909</u>	<u>\$ (55,273)</u>	<u>\$ 4,469,588</u>	<u>\$ 13,696,193</u>
Total liabilities and fund balance	<u>\$ 1,738,568</u>	<u>\$ 2,142,223</u>	<u>\$ 2,959,092</u>	<u>\$ 768,933</u>	<u>\$ 3,248,909</u>	<u>\$ 1,069,247</u>	<u>\$ 5,448,501</u>	<u>\$ 17,375,473</u>

See accompanying Notes to the Financial Statements

**City of Whitefish, Flathead County, Montana**  
**Reconciliation of the Governmental Funds Balance Sheet to the**  
**Statement of Net Position**  
**June 30, 2013**

<b>Total fund balances - governmental funds</b>	\$	13,696,193
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		54,444,896
Property taxes receivable will be collected this year, but are not available soon enough to pay for the current period's expenditures, and therefore are deferred in the funds.		2,465,409
Long-term liabilities are not due and payable in the current period and therefore are not reported as liabilities in the funds.		(15,195,954)
<b>Total net position - governmental activities</b>	<b>\$</b>	<u><u>55,410,544</u></u>

See accompanying Notes to the Financial Statements

**City of Whitefish, Flathead County, Montana**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Funds**  
**For the Fiscal Year Ended June 30, 2013**

	<u>General</u>	<u>Resort Tax</u>	<u>Tax Increment</u>	<u>Fire and Ambulance</u>	<u>Tax Increment Revenue Bond Debt</u>	<u>SID 166 Bond Debt</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>REVENUES</b>								
Taxes and assessments	\$ 1,885,754	\$ 1,966,425	\$ 4,237,148	\$ 515,049	\$ -	\$ -	\$ 1,348,408	\$ 9,952,784
Licenses and permits	63,053	-	-	78,391	-	-	655,255	796,699
Intergovernmental	1,177,313	-	171,325	417,479	-	-	666,410	2,432,527
Charges for services	218,123	-	-	1,152,214	-	-	736,596	2,106,933
Fines and forfeitures	251,958	-	-	-	-	-	8,172	260,130
Miscellaneous	50,194	-	2,186	105,440	-	106,154	109,569	373,543
Investment earnings	14,944	5,528	-	-	8,548	81	9,753	38,854
Total revenues	<u>\$ 3,661,339</u>	<u>\$ 1,971,953</u>	<u>\$ 4,410,659</u>	<u>\$ 2,268,573</u>	<u>\$ 8,548</u>	<u>\$ 106,235</u>	<u>\$ 3,534,163</u>	<u>\$ 15,961,470</u>
<b>EXPENDITURES</b>								
General government	\$ 480,655	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,172	\$ 488,827
Public safety	2,461,428	-	-	2,725,235	-	-	279,681	5,466,344
Public works	11,435	-	-	-	-	-	1,011,840	1,023,275
Social and economic services	1,500	-	-	-	-	-	-	1,500
Culture and recreation	18,988	23,630	-	-	-	-	1,394,201	1,436,819
Housing and community development	-	-	2,120,862	-	-	-	46,587	2,167,449
Debt service - principal	4,036	-	-	-	1,265,000	70,000	7,686	1,346,722
Debt service - interest	-	-	-	-	571,401	42,768	300	614,469
Miscellaneous	-	-	-	-	-	-	37,770	37,770
Capital outlay	55,444	1,631,074	441,150	42,905	-	-	1,292,994	3,463,567
Total expenditures	<u>\$ 3,033,486</u>	<u>\$ 1,654,704</u>	<u>\$ 2,562,012</u>	<u>\$ 2,768,140</u>	<u>\$ 1,836,401</u>	<u>\$ 112,768</u>	<u>\$ 4,079,231</u>	<u>\$ 16,046,742</u>
Excess (deficiency) of revenues over expenditures	<u>\$ 627,853</u>	<u>\$ 317,249</u>	<u>\$ 1,848,647</u>	<u>\$ (499,567)</u>	<u>\$ (1,827,853)</u>	<u>\$ (6,533)</u>	<u>\$ (545,068)</u>	<u>\$ (85,272)</u>
<b>OTHER FINANCING SOURCES (USES)</b>								
Proceeds of general long term debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,599	\$ 69,599
Transfers in	2,393,007	-	1,935	494,594	1,789,836	-	855,442	5,534,814
Transfers out	(2,860,071)	(598,007)	(2,065,609)	-	-	-	(11,127)	(5,534,814)
Total other financing sources (uses)	<u>\$ (467,064)</u>	<u>\$ (598,007)</u>	<u>\$ (2,063,674)</u>	<u>\$ 494,594</u>	<u>\$ 1,789,836</u>	<u>\$ -</u>	<u>\$ 913,914</u>	<u>\$ 69,599</u>
Net Change in Fund Balance	<u>\$ 160,789</u>	<u>\$ (280,758)</u>	<u>\$ (215,027)</u>	<u>\$ (4,973)</u>	<u>\$ (38,017)</u>	<u>\$ (6,533)</u>	<u>\$ 368,846</u>	<u>\$ (15,673)</u>
Fund balances - beginning	\$ 1,237,038	\$ 2,422,981	\$ 2,073,781	\$ 353,496	\$ 3,286,926	\$ (48,740)	\$ 4,100,742	\$ 13,426,224
Restatements	-	-	-	285,642	-	-	-	285,642
Fund balances - beginning, restated	<u>\$ 1,237,038</u>	<u>\$ 2,422,981</u>	<u>\$ 2,073,781</u>	<u>\$ 639,138</u>	<u>\$ 3,286,926</u>	<u>\$ (48,740)</u>	<u>\$ 4,100,742</u>	<u>\$ 13,711,866</u>
Fund balance - ending	<u>\$ 1,397,827</u>	<u>\$ 2,142,223</u>	<u>\$ 1,858,754</u>	<u>\$ 634,165</u>	<u>\$ 3,248,909</u>	<u>\$ (55,273)</u>	<u>\$ 4,469,588</u>	<u>\$ 13,696,193</u>

See accompanying Notes to the Financial Statements

**City of Whitefish, Flathead County, Montana**  
**Reconciliation of the Statement of Revenues, Expenditures,**  
**and Changes in Fund Balances of Governmental Funds**  
**to the Statement of Activities**  
**For the Fiscal Year Ended June 30, 2013**

Amounts reported for *governmental activities* in the statement of activities are different because:

<b>Net change in fund balances - total governmental funds</b>	\$	(15,673)
Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets:		
- Capital assets purchased		3,463,567
- Depreciation expense		(1,816,881)
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds:		
- Long-term receivables (deferred revenue)		(30,124)
The change in compensated absences is shown as an expense in the Statement of Activities		
		(147,899)
Repayment of debt principal is an expenditures in the governmental funds, but the repayment reduces long-term debt in the Statement of Net Assets:		
- Long-term debt principal payments		1,346,722
Long term debt proceeds provide current financial resources to the governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Assets:		
- Proceeds from the sale of long-term debt		(69,599)
Termination benefits are shown as an expense in the Statement of Activities and not reported on the Statement of Revenues, Expenditures and Changes in Fund Balance:		
- Post-employment benefits other than retirement liability		(321,915)
<b>Change in net position - Statement of Activities</b>	<b>\$</b>	<b><u>2,408,198</u></b>

See accompanying Notes to the Financial Statements

**City of Whitefish, Flathead County, Montana**  
**Statement of Net Position**  
**Proprietary Funds**  
**June 30, 2013**

	<b>Business-Type Activities - Enterprise Funds</b>			
	<u>Water</u>	<u>Wastewater</u>	<u>Non-major Enterprise</u>	<u>Totals</u>
<b>ASSETS</b>				
Current assets:				
Cash and investments	\$ 987,713	\$ 506,197	\$ 75,266	\$ 1,569,176
Taxes and assessments receivable, net	249	335	-	584
Accounts receivable - net	230,590	168,930	63,624	463,144
Total current assets	<u>\$ 1,218,552</u>	<u>\$ 675,462</u>	<u>\$ 138,890</u>	<u>\$ 2,032,904</u>
Noncurrent assets:				
Restricted cash and investments	\$ 1,448,854	\$ 766,713	\$ -	\$ 2,215,567
Capital assets - land	335,283	267,500	-	602,783
Capital assets - construction in progress	1,993,589	392,072	-	2,385,661
Capital assets - depreciable, net	8,377,312	12,325,199	-	20,702,511
Special assessments receivable deferred	8,745	11,784	-	20,529
Total noncurrent assets	<u>\$ 12,163,783</u>	<u>\$ 13,763,268</u>	<u>\$ -</u>	<u>\$ 25,927,051</u>
Total assets	<u>\$ 13,382,335</u>	<u>\$ 14,438,730</u>	<u>\$ 138,890</u>	<u>\$ 27,959,955</u>
<b>LIABILITIES</b>				
Current liabilities:				
Accrued payroll	\$ 19,442	\$ 20,012	\$ 1,603	\$ 41,057
Deferred revenue - hydro power	347,177	-	-	347,177
Total current liabilities	<u>\$ 837,933</u>	<u>\$ 169,113</u>	<u>\$ 9,587</u>	<u>\$ 1,016,633</u>
Noncurrent liabilities:				
Deposits payable	\$ 188,550	\$ 74	\$ 28	\$ 188,652
Noncurrent portion of long-term liabilities	204,262	222,088	13,150	439,500
Noncurrent portion of long-term capital liabilities	3,354,000	2,268,765	-	5,622,765
Noncurrent portion of compensated absences	55,910	47,206	5,838	108,954
Total noncurrent liabilities	<u>\$ 3,802,722</u>	<u>\$ 2,538,133</u>	<u>\$ 19,016</u>	<u>\$ 6,359,871</u>
Total liabilities	<u>\$ 4,640,655</u>	<u>\$ 2,707,246</u>	<u>\$ 28,603</u>	<u>\$ 7,376,504</u>
<b>NET POSITION</b>				
Invested in capital assets, net of related debt	\$ 6,965,184	\$ 10,652,006	\$ -	\$ 17,617,190
Restricted for debt service	1,290,272	766,713	-	2,056,985
Unrestricted	486,224	312,765	110,287	909,276
Total net position	<u>\$ 8,741,680</u>	<u>\$ 11,731,484</u>	<u>\$ 110,287</u>	<u>\$ 20,583,451</u>
Total liabilities and net position	<u>\$ 13,382,335</u>	<u>\$ 14,438,730</u>	<u>\$ 138,890</u>	<u>\$ 27,959,955</u>

See accompanying Notes to the Financial Statements

**City of Whitefish, Flathead County, Montana**  
**Statement of Revenues, Expenses, and Changes in Net Position**  
**Proprietary Funds**  
**For the Fiscal Year Ended June 30, 2013**

**Business-Type Activities - Enterprise Funds**

	<b>Water</b>	<b>Wastewater</b>	<b>Non-major Enterprise</b>	<b>Totals</b>
<b>OPERATING REVENUES</b>				
Charges for services	\$ 2,835,924	\$ 2,273,228	\$ 744,656	\$ 5,853,808
Miscellaneous revenues	5,137	24,441	-	29,578
Total operating revenues	\$ 2,841,061	\$ 2,297,669	\$ 744,656	\$ 5,883,386
<b>OPERATING EXPENSES</b>				
Personal services	\$ 832,035	\$ 911,843	\$ 69,433	\$ 1,813,311
Supplies	139,710	223,349	1,897	364,956
Purchased services	271,448	207,064	634,316	1,112,828
Fixed charges	180,417	150,315	3,706	334,438
Depreciation	363,734	690,177	-	1,053,911
Total operating expenses	\$ 1,787,344	\$ 2,182,748	\$ 709,352	\$ 4,679,444
Operating income (loss)	\$ 1,053,717	\$ 114,921	\$ 35,304	\$ 1,203,942
<b>NON-OPERATING REVENUES (EXPENSES)</b>				
Intergovernmental revenue	\$ 200,000	\$ 200,750	\$ -	\$ 400,750
Interest revenue	6,771	3,739	194	10,704
Debt service interest expense	(116,080)	(72,952)	-	(189,032)
Grants and donations to other institutions	(6,667)	(6,666)	-	(13,333)
Total non-operating revenues (expenses)	\$ 84,024	\$ 124,871	\$ 194	\$ 209,089
Income (loss) before contributions and transfers	\$ 1,137,741	\$ 239,792	\$ 35,498	\$ 1,413,031
Change in net position	\$ 1,137,741	\$ 239,792	\$ 35,498	\$ 1,413,031
Net Position - Beginning of the year	\$ 7,603,939	\$ 11,491,692	\$ 198,388	\$ 19,294,019
Restatements	-	-	(123,599)	(123,599)
Net Position - Beginning of the year - Restated	\$ 7,603,939	\$ 11,491,692	\$ 74,789	\$ 19,170,420
Net Position - End of the year	\$ 8,741,680	\$ 11,731,484	\$ 110,287	\$ 20,583,451

See accompanying Notes to the Financial Statements

**City of Whitefish, Flathead County, Montana**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**Fiscal Year Ended June 30, 2013**

	<b>Business - Type Activities - Enterprise Funds</b>			
	<u>Water</u>	<u>Wastewater</u>	<u>Nonmajor Enterprise</u>	<u>Totals</u>
<b>Cash flows from operating activities:</b>				
Cash received from providing services	\$ 2,772,522	\$ 2,271,106	\$ 741,929	\$ 5,785,557
Cash received from miscellaneous sources	5,137	24,441	-	29,578
Cash payments to suppliers	(311,381)	(361,880)	(1,897)	(675,158)
Cash payments for professional services	(271,448)	(207,064)	(634,316)	(1,112,828)
Cash payments to employees	(773,841)	(853,078)	(72,042)	(1,698,961)
Net cash provided (used) by operating activities	<u>\$ 1,420,989</u>	<u>\$ 873,525</u>	<u>\$ 33,674</u>	<u>\$ 2,328,188</u>
<b>Cash flows from capital and related financing activities:</b>				
Acquisition and construction of capital assets	\$ (1,729,176)	\$ (496,967)	\$ -	\$ (2,226,143)
Principal paid on debt	(521,000)	(606,999)	-	(1,127,999)
Interest paid on debt	(116,080)	(72,952)	-	(189,032)
Net cash provided (used) by capital and related financing activities	<u>\$ (2,366,256)</u>	<u>\$ (1,176,918)</u>	<u>\$ -</u>	<u>\$ (3,543,174)</u>
<b>Cash flows from non-capital financing activities:</b>				
Tax levies and contributions from the County	\$ 191,502	\$ 189,300	\$ -	\$ 380,802
Grants and donations to other institutions	(6,667)	(6,666)	-	(13,333)
Net cash provided (used) from non-capital financing activities	<u>\$ 184,835</u>	<u>\$ 182,634</u>	<u>\$ -</u>	<u>\$ 367,469</u>
<b>Cash flows from investing activities:</b>				
Interest on investments	\$ 6,771	\$ 3,739	\$ 194	\$ 10,704
Net cash provided (used) by investing activities	<u>\$ 6,771</u>	<u>\$ 3,739</u>	<u>\$ 194</u>	<u>\$ 10,704</u>
<b>Net increase (decrease) in cash and cash equivalents</b>	<u>\$ (753,661)</u>	<u>\$ (117,020)</u>	<u>\$ 33,868</u>	<u>\$ (836,813)</u>
<b>Cash and cash equivalents at beginning</b>	<u>\$ 3,190,228</u>	<u>\$ 1,389,930</u>	<u>\$ 41,398</u>	<u>\$ 4,621,556</u>
<b>Cash and cash equivalents at end</b>	<u>\$ 2,436,567</u>	<u>\$ 1,272,910</u>	<u>\$ 75,266</u>	<u>\$ 3,784,743</u>
<b>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</b>				
Operating income (loss)	\$ 1,053,717	\$ 114,921	\$ 35,304	\$ 1,203,942
Adjustments to reconcile operating income to net cash provided (used) by operating activities:				
Depreciation	363,734	690,177	-	1,053,911
Other post-employment benefits	45,988	50,169	-	96,157
Changes in assets and liabilities:				
Change in accounts receivable	(10,579)	(2,122)	(2,727)	(15,428)
Change in deferred revenue	(52,823)	-	-	(52,823)
Change in special assessment receivable deferred	8,746	11,784	-	20,530
Change in accrued payables	4,713	3,037	333	8,083
Change in compensated absences	7,493	5,559	764	13,816
Net cash provided (used) by operating activities	<u>\$ 1,420,989</u>	<u>\$ 873,525</u>	<u>\$ 33,674</u>	<u>\$ 2,328,188</u>

See accompanying notes to the financial statements

**City of Whitefish, Flathead County, Montana**  
**Statement of Net Position**  
**Fiduciary Funds**  
**June 30, 2013**

	<u>Pension Trust Funds</u>		<u>Private Purpose Trust Funds</u>		<u>Agency Funds</u>
<b>ASSETS</b>					
Cash and short-term investments	\$ 26,073		\$ 82,560		\$ 492,508
Interest and dividends receivable	13,415		-		-
Total assets	<u>\$ 39,488</u>		<u>\$ 82,560</u>		<u>\$ 492,508</u>
<b>LIABILITIES</b>					
Warrants payable	\$ -		\$ -		\$ 492,508
Deferred revenue	13,415		-		-
Total liabilities	<u>\$ 13,415</u>		<u>\$ -</u>		<u>\$ 492,508</u>
<b>NET POSITION</b>					
Assets held in trust	<u>\$ 26,073</u>		<u>\$ 82,560</u>		

See accompanying Notes to the Financial Statements

**City of Whitefish, Flathead County, Montana**  
**Statement of Changes in Net Position**  
**Fiduciary Funds**  
**For the Fiscal Year Ended June 30, 2013**

	<u>Pension Trust Funds</u>	<u>Private Purpose Trust Funds</u>
<b>ADDITIONS</b>		
Contributions:		
Tax	\$ 86,503	\$ -
Intergovernmental	-	231,611
Total contributions	<u>\$ 86,503</u>	<u>\$ 231,611</u>
Investment earnings:		
Interest and change in fair value of investments	\$ 40	\$ 322
Total additions	<u>\$ 86,543</u>	<u>\$ 231,933</u>
<b>DEDUCTIONS</b>		
Distributions from investment trust fund	\$ 60,470	\$ 252,350
Change in net position	<u>\$ 26,073</u>	<u>\$ (20,417)</u>
Net Position - Beginning of the year	\$ -	\$ 102,977
Net Position - End of the year	<u><u>\$ 26,073</u></u>	<u><u>\$ 82,560</u></u>

See accompanying Notes to the Financial Statements

CITY OF WHITEFISH  
FLATHEAD COUNTY, MONTANA  
**NOTES TO THE FINANCIAL STATEMENTS**  
June 30, 2013

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The City complies with generally accepted accounting principles (GAAP). GAAP includes all relevant Governmental Accounting Standards Board (GASB) pronouncements.

GASBS No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, incorporates the pre-November 30, 1989 FASB, APB and ARB pronouncements that the GASB considers to be applicable to state and local governments. This standard is effective for fiscal year ending June 30, 2013.

**Financial Reporting Entity**

In determining the financial reporting entity, the City complies with the provisions of GASB statement No, 14, *The Financial Reporting City*, and includes all component units of which the City appointed a voting majority of the component units' board; the City is either able to impose its' will on the unit or a financial benefit or burden relationship exists. In addition, the City complies with GASB statement No. 39 *Determining Whether Certain Organizations Are Component Units* which relates to organizations that raise and hold economic resources for the direct benefit of the City. In complying with GASBS No. 62, the City will no longer report the Whitefish Housing Authority as a component unit. The Authority was previously reported as a discretely presented component unit. This change has no effect on beginning net position or fund balance.

*Primary Government*

The City is a political subdivision of the State of Montana governed by an elected Mayor and Council duly elected by the registered voters of the City. The City utilizes the manager form of government. The City is considered a primary government because it is a general purpose local government. Further, it meets the following criteria: (a) It has a separately elected governing body (b) It is legally separate and (c) It is fiscally independent from the State and other local governments.

CITY OF WHITEFISH  
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**Basis of Presentation, Measurement Focus and Basis of Accounting.**

***Government-wide Financial Statements:***

*Basis of Presentation*

The Government-wide Financial Statements (the Statement of Net Position and the Statement of Activities) display information about the reporting government as a whole and its component units. They include all funds of the reporting City except fiduciary funds. The statements distinguish between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods or services. Eliminations have been made in the consolidation of business-type activities.

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function. The City charges indirect expenses to programs or functions. The types of transactions reported as program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or activity and 2) operating grants and contributions, and 3) capital grants and contributions. Revenues that are not classified as program revenues, including all property taxes, are presented as general revenues.

Certain eliminations have been made as prescribed by GASB 34 in regards to inter-fund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal service fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated.

*Measurement Focus and Basis of Accounting*

**Government-Wide Financial Statements**

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-type activities are presented using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred regardless of the timing of the cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. The City generally applies restricted resources to expenses incurred before using unrestricted resources when both restricted and unrestricted net assets are available.

CITY OF WHITEFISH  
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**Fund Financial Statements:**

*Basis of Presentation*

Fund financial statements of the reporting City are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements. Funds are organized into three categories: governmental, proprietary, and fiduciary. An emphasis is placed on major funds within the governmental and proprietary categories. Each major fund is displayed in a separate column in the governmental funds statements. All of the remaining funds are aggregated and reported in a single column as non-major funds. A fund is considered major if it is the primary operating fund of the City or meets the following criteria:

- a. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and
- b. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental or enterprise funds are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

*Measurement Focus and Basis of Accounting*

***Governmental Funds***

Modified Accrual

All governmental funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Measurable" means the amount of the transaction can be determined. "Available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period.

The City defined the length of time used for "available" for purposes of revenue recognition in the governmental fund financial statements to be upon receipt. Expenditures are recorded when the related fund liability is incurred, except for unmatured interest on general long-term debt which is recognized when due, and certain compensated absences and claims and judgments which are recognized when the obligations are expected to be liquidated with expendable available financial resources. General capital asset acquisitions are reported as expenditures in governmental funds and proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

CITY OF WHITEFISH  
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Property taxes, franchise fees, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met. Entitlements and shared revenues are recorded at the time of receipt or earlier if the susceptible to accrual criteria are met. All other revenue items are considered to be measurable and available only when cash is received by the government.

Major Funds:

The City reports the following major governmental funds:

*General Fund* – This is the City’s primary operating fund and it accounts for all financial resources of the City except those required to be accounted for in other funds.

*Resort Tax Fund* – A special revenue fund established in 1995 to provide budget authority to implement City Ordinance 95-15, the Resort Tax Ordinance. The ordinance imposes a 2% resort tax on a range of goods and services sold by establishments within the City. The Ordinance specifies that property tax relief should be provided to Whitefish taxpayers in an amount equal to 25% of resort tax revenues derived during the preceding fiscal year. An amount equal to 65% of these revenues shall be used for repair and improvement of existing infrastructure. An amount equal to 5% of the revenues shall be used for bicycle paths and other park improvements. Finally each collecting merchant is entitled to withhold 5% to defray costs of collecting the tax.

*Tax Increment Fund* – A special revenue fund that was established in 1987 is used to account for urban renewal activities within the boundaries of the Whitefish Tax Increment District. In accordance to Montana Code Annotated (MCA) 7-15-4292, tax increment districts must be terminated 15 years after their creation or at a later date necessary to pay all bond obligations, termination of the district is projected to be July 15, 2021.

*Fire and Ambulance Fund* – A special revenue fund established to account for the activities of the City’s fire and ambulance services.

*Tax Increment Revenue Bond Debt Fund* – A debt service fund that was established to account for the payment of interest and principal on long-term debt.

*Special Improvement District 166* – A debt service fund created to service special assessment bonds for the JP Road Project.

CITY OF WHITEFISH  
FLATHEAD COUNTY, MONTANA  
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***Proprietary Funds:***

All proprietary funds are accounted for using the accrual basis of accounting. These funds account for operations that are primarily financed by user charges. The economic resource focus concerns determining costs as a means of maintaining the capital investment and management control. Revenues are recognized when earned and expenses are recognized when incurred. Allocations of costs, such as depreciation, are recorded in proprietary funds.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connections with a proprietary fund's principal ongoing operations. The principal operating revenues for enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

**Major Funds:**

The City reports the following major proprietary funds:

*Water Fund* – An enterprise fund that accounts for the activities of the City's water distribution operations.

*Wastewater Fund* – An enterprise fund that accounts for the activities of the City's sewer collection and treatment operations and includes the storm sewer system.

***Fiduciary Funds***

Fiduciary funds presented using the economic resources measurement focus and the accrual basis of accounting (except for the recognition of certain liabilities of defined benefit pension plans and certain postemployment healthcare plans). The required financial statements are a statement of fiduciary net assets and a statement of changes in fiduciary net assets. The fiduciary funds are:

*Private Purpose Trust* – The City maintains a trust fund to record activity of the trail project.

CITY OF WHITEFISH  
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**NOTES TO THE FINANCIAL STATEMENTS**  
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**Cost Allocation Plan**

The City allocates administrative service costs to each of the funds based on a percentage of the budgeted salary. Administrative cost allocation percentages are listed below:

General Fund	7.07%
Street and Alley	7.52%
Parks and Recreation	9.04%
Library	1.73%
Law Enforcement	21.48%
Tax Increment	2.43%
Fire and Ambulance	24.49%
Building Codes	3.50%
Light #1	0.25%
Light #4	0.25%
Water Fund	10.02%
Wastewater Fund	11.34%
Solid Waste Fund	<u>0.88%</u>
Total	<u>100%</u>

**NOTE 2. CASH, CASH EQUIVALENTS, AND INVESTMENTS**

**Cash Composition**

Composition of cash, deposits and investments at fair value on June 30, 2013, are as follows:

	<u>Primary</u> <u>Government</u>
<u>Cash on hand and deposits:</u>	
Petty Cash	\$ 1,225
Cash in banks:	
Demand deposits	15,341,182
Savings deposits	383,882
Time deposits	2,342,138
<u>Investments:</u>	
State Short-Term Investment Pool (STIP)	27,294
Total	<u>\$ 18,095,721</u>

**Credit Risk**

Section 7-6-202, MCA, limits investments of public money of a local government in the following eligible securities:

- (a) United States government treasury bills, notes and bonds and in the United States treasury obligations, such as state and local government series (SLGLS), separate trading of registered interest and principal of securities (STRIPS), or similar United States treasury obligations;

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(b) United States treasury receipts in a form evidencing the holder's ownership of future interest or principal payments on specific United States treasury obligations that, in the absence of payment default by the United States, are held in a special custody account by an independent trust company in a certificate or book entry form with the federal reserve bank of New York; or

(c) Obligations of the following agencies of the United States, subject to the limitations in subsection 2 (not included):

- (i) federal home loan bank;
- (ii) federal national mortgage association;
- (iii) federal home mortgage corporation; and
- (iv) federal farm credit bank.

With the exception of the assets of a local government group self-insurance program, investments may not have a maturity date exceeding 5 years except when the investment is used in an escrow account to refund an outstanding bond issue in advance.

Section 7-6-205 and Section 7-6-206, MCA, state that demand deposits may be placed only in banks and Public money not necessary for immediate use by a county, city, or town that is not invested as authorize in Section 7-6-202 may be place in time or savings deposits with a bank, savings and loan association, or credit union in the state or place in repurchase agreements as authorized in Section 7-6-213.

Section 7-6-202, MCA, as amended, now limits authorized investments in certain securities that previously were permissible investments. The amendment does not apply to and does not require the sale of securities that were legal investments before the effective date of this act. However, the investments reported as collateralized mortgage obligations above are not authorized investments at the current time.

The government has no investment policy that would further limit its investment choices.

The government has the following investments and their related credit risk:

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Short Term Investment Pool (STIP) Credit Quality ratings by the NRSRO as of June 30, 2013:

<u>Security Investment Type</u>	<u>Amortized Cost</u>	<u>Credit Quality Rating</u>	<u>Weighted Average Maturity</u>
Asset Backed Commercial Paper	\$ 907,892,295	A1	44
Corporate Commercial Paper	150,768,775	A1	105
Corporate Variable-Rate	663,143,336	A3	41
Certificates of Deposit Fixed Rate	50,000,000	A1	222
Certificates of Deposit Variable-Rate	435,974,196	A2	35
Other Asset Backed	17,987,295	BBB-	NA
U.S. Government Agency Fixed	25,000,000	A1	3
U.S. Government Agency Variable -Rate	182,700,345	A1	17
Money Market Funds (Unrated)	168,232,935	NR	1
Money Market Funds (Rated)	15,000,000	A1+	1
Structured Investment Vehicles (SIV)	29,561,449	NR	4
Total Investments	<u>\$ 2,395,388,093</u>	A2	<u>43</u>
Securities Lending Collateral Investment Pool	<u>\$ 7,182,928</u>	NR	*

\*“As of June 30, 2013, the Securities Lending Quality Trust liquidity pool had an average duration of 48 days and an average weighted final maturity of 99 days for U.S. dollar collateral. The duration pool had an average duration of 36 days and an average weighted final maturity of 679 days for U.S. dollar collateral.”

Audited financial statements for the State of Montana’s Board of Investments are available at 555 Fuller Avenue in Helena, Montana.

**Custodial Credit Risk**

Custodial credit risk is the risk that, in the event of a bank failure, the government’s deposits may not be returned to it. The government does not have a deposit policy for custodial credit risk. All deposits are carried at cost plus accrued interest. As of June 30, 2013 \$17,292,718 of the government’s bank balance of \$18,042,718 was exposed to custodial credit risk as follows:

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**NOTES TO THE FINANCIAL STATEMENTS**  
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<u>Depository Account</u>	<u>Balance</u>
Insured	\$ 750,000
- Collateral held by the pledging bank's trust department in the City's name.	10,653,871
Uninsured and uncollateralized	6,638,847
Total deposits and investments	<u>\$ 18,042,718</u>

Deposit Security

Section 7-6-207, MCA, states (1) The local governing body may require security only for that portion of the deposits which is not guaranteed or insured according to law and, as to such unguaranteed or uninsured portion, to the extent of:

- (a) 50% of such deposits if the institution in which the deposit is made has a net worth of total assets ratio of 6% or more; or
- (b) 100% if the institution in which the deposit is made has a net worth of total assets ration of less than 6%.

The amount of collateral held for City deposits at June 30, 2013, equaled or exceeded the amount required by State statutes.

**Cash equivalents**

For purposes of the statement of cash flows, the enterprise funds consider all funds (including restricted assets) held in the City's cash management pool to be cash equivalents.

**NOTE 3. RESTRICTED CASH/INVESTMENTS**

The following restricted cash/investments were held by the City as of June 30, 2013. These amounts are reported within the cash/investment account on the Statement of Net Position.

<u>Description</u>	<u>Amount</u>
Debt Service	\$ 3,932,307
Construction	1,192,891
Replacement and depreciation	<u>206,405</u>
Total	<u>\$ 5,331,583</u>

**NOTE 4. RECEIVABLES**

An allowance for uncollectible accounts was not maintained for real and personal property taxes receivable. The direct write-off method is used for these accounts.

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Property tax levies are set in August, after the County Assessor delivers the taxable valuation information to the County, in connection with the budget process and are based on taxable values listed as of January 1 for all property located in the City. Taxable values are established by the Montana Department of Revenue, and a revaluation of all property is required to be completed on a periodic basis. Taxable value is defined by Montana statute as a fixed percentage of market value.

Real property (and certain attached personal property) taxes are billed within ten days after the third Monday in October and are due in equal installments on November 30 and the following May 31. After those dates, they become delinquent (and a lien upon the property). After three years, the County may exercise the lien and take title to the property. Special assessments are either billed in one installment due November 30 or two equal installments due November 30 and the following May 31. Personal property taxes (other than those billed with real estate) are generally billed no later than the second Monday in July (normally in May or June), based on the prior November's levies. Personal property taxes, other than mobile homes, are due thirty days after billing. Mobile home taxes are billed in two halves, the first due thirty days after billing; the second due September 30. The tax billings are considered past due after the respective due dates and are subject to penalty and interest charges.

Taxes that become delinquent are charged interest at the rate of 5/6 of 1% a month plus a penalty of 2%. Real property on which taxes remain delinquent and unpaid may be sold at tax sales. In the case of personal property, the property is to be seized and sold after the taxes become delinquent.

**NOTE 5. INVENTORIES**

The cost of inventories are recorded as an expenditure when purchased

**NOTE 6. CAPITAL ASSETS**

The City's assets are capitalized at historical cost or estimated historical cost. City policy has set the capitalization threshold as noted below. Gifts or contributions of capital assets are recorded at fair market value when received. The costs of normal maintenance and repairs are charged to operations as incurred. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable. Depreciation is recorded on a straight-line basis over the useful lives of the assets as follows:

	Useful Life	Capitalization Threshold
Buildings	10 – 40 years	\$25,000
Improvements	5 – 20 years :	\$25,000
Equipment	3 – 40 years :	\$5,000
Infrastructure	10 – 40 years :	\$75,000

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In June 1999, the Governmental Accounting Standards Board (GASB) issued Statement No. 34 which requires the inclusion of infrastructure capital assets in local governments' basic financial statements. In accordance with Statement No. 34, the City has included the value of all infrastructures into the Basic Financial Statements. The government has elected not to retroactively report general infrastructure assets.

A summary of changes in governmental capital assets was as follows:

Governmental activities

	Balance <u>July 1, 2012</u>	<u>Additions</u>	<u>Transfers</u>	Balance <u>June 30, 2013</u>
Capital assets not being depreciated:				
Land	\$ 8,353,129	\$ -	\$ -	\$ 8,353,129
Construction in progress	16,197,760	2,824,490	-	19,022,250
Total capital assets not being depreciated	<u>\$ 24,550,889</u>	<u>\$ 2,824,490</u>	<u>\$ -</u>	<u>\$ 27,375,379</u>
Other capital assets:				
Buildings	\$ 13,729,591	\$ 73,183	\$ -	\$ 13,802,774
Improvements other than buildings	1,656,182	191,699	-	1,847,881
Machinery and equipment	4,423,191	374,195	565,352	5,362,738
Infrastructure	22,460,087	-	-	22,460,087
Total other capital assets at historical cost	<u>\$ 42,269,051</u>	<u>\$ 639,077</u>	<u>\$ 565,352</u>	<u>\$ 43,473,480</u>
Less: accumulated depreciation	<u>\$ (14,127,443)</u>	<u>\$ (1,816,881)</u>	<u>\$ (459,639)</u>	<u>\$ (16,403,963)</u>
Total	<u>\$ 52,692,497</u>	<u>\$ 1,646,686</u>	<u>\$ 105,713</u>	<u>\$ 54,444,896</u>

Governmental activities depreciation expense was charged to functions as follows:

Governmental Activities:	
General government	\$ 43,693
Public safety	108,063
Public works	1,066,219
Culture and recreation	<u>598,906</u>
Total governmental activities depreciation expense	<u>\$ 1,816,881</u>

CITY OF WHITEFISH  
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A summary of changes in business-type capital assets was as follows:

Business-type activities

	<u>Balance</u> <u>July 1, 2012</u>	<u>Additions</u>	<u>Transfers</u>	<u>Balance</u> <u>June 30, 2013</u>
Capital assets not being depreciated:				
Land	\$ 602,783	\$ -	\$ -	\$ 602,783
Construction in progress	621,271	1,764,390	-	2,385,661
Total capital assets not being depreciated	<u>\$ 1,224,054</u>	<u>\$ 1,764,390</u>	<u>\$ -</u>	<u>\$ 2,988,444</u>
Other capital assets:				
Buildings	\$ 170,980	\$ -	\$ -	\$ 170,980
Pumping Plant	2,880,335	-	-	2,880,335
Treatment Plans	16,332,389	107,180	-	16,439,569
Transmission and distribution	14,636,984	97,666	-	14,734,650
General Plant	1,169,130	256,906	-	1,426,036
Machinery and equipment	565,486	-	(565,352)	134
Total other capital assets at historical cost	<u>\$ 35,755,304</u>	<u>\$ 461,752</u>	<u>\$ (565,352)</u>	<u>\$ 35,651,704</u>
Less: accumulated depreciation	\$ (14,354,922)	\$ (1,053,910)	\$ 459,639	\$ (14,949,193)
Total	<u>\$ 22,624,436</u>	<u>\$ 1,172,232</u>	<u>\$ (105,713)</u>	<u>\$ 23,690,955</u>

**NOTE 7. LONG TERM DEBT OBLIGATIONS**

In the governmental-wide and proprietary financial statements, outstanding debt is reported as liabilities. Bond issuance costs, bond discounts or premiums, are amortized over the life of the bonds.

The governmental fund financial statements recognize the proceeds of debt and premiums as other financing sources of the current period. Issuance costs are reported as expenditures.

Changes in Long-Term Debt Liabilities - During the year ended June 30, 2013, the following changes occurred in liabilities reported in long-term debt:

Governmental Activities:

	<u>Balance</u> <u>July 1, 2012</u>	<u>Additions</u>	<u>Deletions</u>	<u>Restatements</u>	<u>Balance</u> <u>June 30, 2013</u>
Revenue bonds	\$ 13,285,000	\$ -	\$ (1,265,000)	\$ -	\$ 12,020,000
Special assessment bond	935,000	-	(70,000)	-	865,000
Compensated absences	659,994	147,899	-	128,757	936,650
Intercap loans	-	69,599	(6,902)	-	62,697
Capital leases	12,177	-	(4,820)	-	7,357
Other post-employment benefits*	795,512	321,915	-	186,823	1,304,250
Total	<u>\$ 15,687,683</u>	<u>\$ 539,413</u>	<u>\$ (1,346,722)</u>	<u>\$ 315,580</u>	<u>\$ 15,195,954</u>

\*See Note 8

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In prior years the general fund was used to liquidate compensated absences and claims and judgments.

Business-type Activities:

	Balance <u>July 1, 2012</u>	<u>Additions</u>	<u>Deletions</u>	<u>Restatements</u>	Balance <u>June 30, 2013</u>	Due Within <u>One Year</u>
Revenue bonds	\$ 7,201,764	\$ -	\$ (1,128,000)	\$ -	\$ 6,073,764	\$ 451,000
Compensated absences	401,294	13,816	-	(128,757)	286,353	177,399
Other post-employment benefits*	530,166	96,157	-	(186,823)	439,500	-
<b>Total</b>	<b>\$ 8,133,224</b>	<b>\$ 109,973</b>	<b>\$ (1,128,000)</b>	<b>\$ (315,580)</b>	<b>\$ 6,799,617</b>	<b>\$ 628,399</b>

\*See Note 8

General Obligation Bonds - The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds are direct obligations and pledge the full faith and credit of the City. General obligation bonds outstanding as of June 30, 2013 were as follows:

<u>Purpose</u>	<u>Origination Date</u>	<u>Interest Rate</u>	<u>Term</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Annual Payment</u>	<u>Balance June 30, 2013</u>
2009 Tax Increment Urban Renewal Revenue Bonds	7/14/09	3-4.625%	11 yrs	7/15/20	\$ <u>15,695,000</u>	varies	\$ <u>12,020,000</u>

Reported in the governmental activities.

Annual requirement to amortize debt:

For Fiscal <u>Year Ended</u>	<u>Principal</u>	<u>Interest</u>
2014	\$ 1,305,000	\$ 478,824
2015	1,350,000	428,986
2016	1,405,000	373,886
2017	1,460,000	316,586
2018	1,525,000	255,933
2019	1,590,000	189,898
2020	1,655,000	117,665
2021	1,730,000	40,006
<b>Total</b>	<b>\$ <u>12,020,000</u></b>	<b>\$ <u>2,201,784</u></b>

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*Special Assessment Debt* - Special assessment bonds are payable from the collection of special assessments levied against benefited property owners within defined special improvement districts. The bonds are issued with specific maturity dates, but must be called and repaid earlier, at par plus accrued interest, if the related special assessments are collected. Rural special improvement districts bonds were issued with revolving fund backing. The City is not obligated to levy and collect a general property tax on all taxable property in the City to provide additional funding for the debt service payments. The cash balance in the Revolving Fund must equal at least 5% of the principal amount of bonds outstanding. Special assessment bonds outstanding as of June 30, 2013 were as follows:

<u>Purpose</u>	<u>Origination Date</u>	<u>Interest Rate</u>	<u>Bond Term</u>	<u>Maturity Date</u>	<u>Bonds Amount</u>	<u>Annual Payment</u>	<u>Balance June 30, 2013</u>
SID #166 – JP Road Project	7/6/06	3.65- 4.80%	20 yrs	7/1/26	\$ <u>1,360,000</u>	varies	\$ <u>865,000</u>

Reported in the governmental activities.

Annual requirement to amortize debt:

<u>For Fiscal Year Ended</u>	<u>Principal</u>	<u>Interest</u>
2014	\$ 70,000	\$ 39,597
2015	70,000	36,622
2016	70,000	33,577
2017	70,000	30,498
2018	70,000	27,382
2019	65,000	24,232
2020	65,000	21,274
2021	65,000	18,286
2022	65,000	15,263
2023	65,000	12,208
2024	65,000	9,120
2025	65,000	6,000
2026	60,000	2,880
Total	\$ <u>865,000</u>	\$ <u>276,939</u>

CITY OF WHITEFISH  
 FLATHEAD COUNTY, MONTANA  
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*Revenue Bonds* - The City also issues bonds where the City pledges income derived from the acquired or constructed assets to pay debt service. Revenue bonds outstanding at year end were as follows:

<u>Purpose</u>	<u>Origination Date</u>	<u>Interest Rate</u>	<u>Bond Term</u>	<u>Maturity Date</u>	<u>Bonds Amount</u>	<u>Annual Payment</u>	<u>Balance June 30, 2013</u>
DNRC - Water 1998	7/6/98	4.00%	20 yrs	7/1/18	\$ 400,000	varies	\$ 131,000
DNRC - Water 1999	6/21/99	4.00%	20 yrs	7/1/19	5,839,000	varies	2,234,000
Water DWSRF #06098-2006	6/15/06	3.75%	20 yrs	7/1/26	248,699	varies	628,000
Water WRF #08110 – 2007	9/6/07	3.75%	20 yrs	7/1/27	900,000	varies	652,000
Water SRF (2009B)	10/21/09	0.75%	20 yrs	7/1/29	120,100	varies	96,000
Sewer SRF 2002 Series	7/1/02	3.00%	20 yrs	7/1/22	200,000	varies	97,000
Sewer DNRC (2008A)	12/11/08	2.75%	20 yrs	7/1/28	500,000	varies	350,000
Sewer DNRC (2008B)	1/16/09	3.75%	20 yrs	1/1/29	1,711,000	varies	1,188,000
Sewer DNRC (2010B)	2/4/10	0.75%	20 yrs	1/1/30	48,211	varies	42,000
Sewer 2011B	8/1/11	3.75%	20 yrs	7/1/31	340,000	varies	315,000
Sewer 2011C	8/1/11	3.75%	20 yrs	7/1/31	350,000	varies	340,764
<b>Total</b>					<b><u>\$ 10,657,010</u></b>		<b><u>\$ 6,073,764</u></b>

Reported in the business-type activities.

Revenue bond resolutions include various restrictive covenants. The more significant covenants 1) require that cash be restricted and reserved for operations, construction, debt service, and replacement and depreciation; 2) specify minimum required operating revenue; and 3) specific and timely reporting of financial information to bond holders and the registrar. The City was in compliance with applicable covenants as of June 30, 2013.

CITY OF WHITEFISH  
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Annual requirement to amortize debt:

<u>For Fiscal</u> <u>Year Ended</u>		<u>Principal</u>		<u>Interest</u>
2014	\$	451,000	\$	164,488
2015		599,000		202,206
2016		623,000		179,110
2017		650,000		155,202
2018		670,000		130,088
2019		646,000		104,744
2020		264,000		83,999
2021		271,000		74,676
2022		280,000		65,062
2023		278,000		55,215
2024		288,000		45,252
2025		298,000		34,924
2026		306,000		24,248
2027		231,000		13,788
2028		53,000		7,131
2029		54,000		5,410
2030		48,000		3,726
2031		41,764		1,979
2032		22,000		487
<b>Total</b>	<b>\$</b>	<b><u>6,073,764</u></b>	<b>\$</b>	<b><u>1,351,735</u></b>

**Intercap Loans**

Intercap loans have variable interest rates. Interest rates are subject to change annually. Interest rates to the borrower are adjusted on February 16<sup>th</sup> of each year and are based on a spread over the interest paid on one-year term, tax-exempt bonds which are sold to fund the loans.

Intercap loans outstanding as of June 30, 2013 were as follows:

<u>Purpose</u>	<u>Origination</u> <u>Date</u>	<u>Interest</u> <u>Rate</u>	<u>Term</u>	<u>Maturity</u> <u>Date</u>	<u>Principal</u> <u>Amount</u>	<u>Balance</u> <u>June 30, 2013</u>
Ice Rink	10/1/2012	1.25%	5 yrs	8/15/17	\$ <u>69,599</u>	\$ <u>62,697</u>

Reported in the governmental activities.

CITY OF WHITEFISH  
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Annual requirement to amortize debt:

<u>Year Ended</u>	<u>Principal</u>	<u>Interest</u>
2014	\$ 13,663	\$ 784
2015	13,833	613
2016	14,007	440
2017	14,183	615
2018	7,011	617
Total	\$ 62,697	\$ 3,069

**Capital Leases**

The City has entered into several leases which meet the criteria of a capital lease as defined by Statement of Financial Accounting Standards No. 13, "Accounting for Leases," which defines a capital lease generally as one which transfers benefits and risks of ownership to the lessee when all terms of the lease agreements are met. Capital lease obligations outstanding as of June 30, 2013 were as follows:

<u>Purpose</u>	<u>Origination Date</u>	<u>Interest rate</u>	<u>Capitalized Original Cost</u>	<u>Remaining Payments as of June 30, 2013</u>
Sharp MX5111	4/4/12	16.7%	10,981	7,357
Total			\$ 17,755	\$ 7,357

Reported in the governmental activities.

Annual requirement to amortize debt:

For Fiscal		<u>Year Ended</u>	<u>Principal</u>	<u>Interest</u>
2014	\$	3,623	\$	625
2015		3,734		280
Total	\$	7,357	\$	905

**Compensated Absences**

Compensated absences are absences for which employees will be paid for time off earned for time during employment, such as earned vacation and sick leave. It is the City's policy and state law to permit employees to accumulate a limited amount of earned but unused vacation benefits, which will be paid to employees upon separation from City service. Employees are allowed to accumulate and carry over a maximum of two times their annual accumulation of vacation, but no more than 90 days into the new calendar year. There is no restriction on the amount of sick leave that may be accumulated. Upon separation, employees are paid 100 percent of accumulated vacation and 25 percent of accumulated sick leave. The liability associated with governmental fund-type employees is reported in the governmental activities, while the liability associated with proprietary fund-type employees is recorded in the business-type activities/respective proprietary fund.

**NOTE 8. POSTEMPLOYMENT HEALTHCARE PLAN**

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*Plan Description.* The healthcare plan provides for, and Montana State Law (2-18-704) requires local governments to allow employees with at least 5 years of service and who are at least age 50 along with surviving spouses and dependents to stay on the government's health care plan as long as they pay the same premium. Since retirees are usually older than the average age of the plan participants they receive a benefit of lower insurance rates. This benefit is reported as the Other Post Employment Benefits (OPEB) liability. The government has less than 100 plan members and thus qualifies to use the "Alternative Measurement Method" for calculating the liability. The above described OPEB plan does not provide a stand-alone financial report.

*Funding Policy.* The government pays OPEB liability costs on a pay-as-you-go basis. A trust fund for future liabilities has not been established.

*Funding Status and funding Progress.* The funded status of the plan as of June 30, 2013, was as follows:

Actuarial Accrued Liability (AAL)	\$	2,917,871
Actuarial value of plan assets	\$	<u>-</u>
Unfunded Actuarial Accrued Liability (UAAL)	\$	<u><u>2,917,871</u></u>
Funded ratio (actuarial value of plan assets/AAL)		0%
Covered payroll (active plan members)	\$	4,966,132
UAAL as a percentage of covered payroll		58.76%

*Annual OPEB Cost and Net OPEB Obligation.* The government's annual other post employment benefit (OPEB) cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount determined in accordance with the parameter of GASB statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty (30) years. The following table shows the components of the government's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the government's net OPEB obligation.

Annual Required Contribution (ARC)	\$	418,072
Interest on net OPEB obligation	\$	-
Adjustment to ARC	\$	<u>-</u>
Annual OPEB cost (expense)	\$	418,072
Contributions made	\$	<u>-</u>
Increase in net OPEB obligation	\$	418,072
Net OPEB obligation - beginning of year	\$	<u>1,325,678</u>
Net OPEB obligation - end of year	\$	<u><u>1,743,750</u></u>

CITY OF WHITEFISH  
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*Actuarial Methods and Assumptions.* The following actuarial methods and assumptions were used:

Actuarial cost method	Unit Credit Cost Method
Average age of retirement (based on historical data)	62
Discount rate (average anticipated rate)	2.00%
Average salary increase (Consumer Price Index)	2.80%
<u>Health care cost rate trend (Federal Office of the Actuary)</u>	

<u>Year</u>	<u>% Increase</u>
2012	3.80%
2013	4.00%
2014	7.80%
2015	6.40%
2016	6.20%
2017	6.00%
2018	6.40%
2019	6.80%
2020	6.90%
2021	6.70%
2022 and after	6.90%

**NOTE 9. INTERFUND RECEIVABLES AND PAYABLES**

The composition of interfund balances as of June 30, 2013, was as follows:

<u>Purpose</u>	<u>Due to/from other funds:</u>		<u>Amount</u>
	<u>Receivable Fund</u>	<u>Payable Fund</u>	
To cover negative cash	General – Major Governmental	Recreation – Nonmajor Governmental	\$ 90,162
To cover negative cash	Tax Increment – Major Governmental	Emergency Services – Nonmajor Governmental	43,578
To cover negative cash	SID Revolving – Nonmajor Governmental	SID 166 Bond Debt – Major Governmental	<u>6,533</u>
Total			<u>\$ 140,273</u>

<u>Purpose</u>	<u>Advances to/from other funds:</u>		<u>Amount</u>
	<u>Payable Fund</u>	<u>Receivable Fund</u>	
Half of annual assessment to SID	SID 166 – Major Governmental	SID Revolving – Nonmajor Governmental	\$ 48,741
Cover negative cash	Building Codes – Nonmajor Governmental	General – Major Governmental	401,847
Cover negative cash	Drug Forfeiture – Nonmajor Governmental	General – Major Governmental	<u>191,162</u>
Total			<u>\$ 641,750</u>

CITY OF WHITEFISH  
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**Interfund Transfers**

The following is an analysis of operating transfers in and out during fiscal year 2013:

<u>Purpose</u>	<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
25 % Taxpayer Relief	General – Major Governmental	Resort Tax – Major Governmental	\$ 598,007
Transfer excess funds back to financing fund	Street & Alley – Nonmajor Governmental	SID 151 Bond Debt – Nonmajor Governmental	768
Transfer excess funds back to financing fund	Street & Alley – Nonmajor Governmental	SDI 154 Bond Debt – Nonmajor Governmental	8,327
Close Fund	Parks, Recreation – Nonmajor Governmental	Bike & Pedestrian – Nonmajor Governmental	97
Budget Operating Transfer	Parks, Recreation – Nonmajor Governmental	General – Major Governmental	536,106
Budget Operating Transfer	Library – Nonmajor Governmental	General – Major Governmental	34,374
Budget Operating Transfer	Law Enforcement – Nonmajor Governmental	General – Major Governmental	1,795,000
Transfer impact fees to correct fund	Tax Increment –Major Governmental	Impact Fees – Nonmajor Governmental	1,935
Budget Operating Transfer	Fire & Ambulance –Major Governmental	General – Major Governmental	494,594
Move taxes from the TIF	Tax Increment Revenue Bond Debt –Major Governmental	Tax Increment –Major Governmental	1,789,836
Move taxes from the TIF	City Hall Project – Nonmajor Governmental	Tax Increment –Major Governmental	250,000
Move taxes from the TIF	Emergency Services Center – Nonmajor Governmental	Tax Increment –Major Governmental	<u>25,773</u>
Total			<u>\$ 5,534,814</u>

CITY OF WHITEFISH  
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**NOTE 10. STATE-WIDE RETIREMENT PLANS**

All full-time City employees are covered under one of the following retirement plans: Montana Public Employees Retirement System (PERS), Municipal Police Officers Retirement System (MPORS) and Firefighters Unified Retirement System (FURS). The plans are established by State law and administered by the State of Montana. The plans are cost-sharing multiple-employer defined benefit plans that provide retirement, disability and death benefits to plan members and beneficiaries, with amounts determined by the State. However, PERS members may have chosen the defined contribution retirement plan. Under this plan it puts the employee in control of investments options and their retirement is based upon the cash in their investment account.

Contribution rates are required and determined by State law. The contribution rates, expressed as a percentage of covered payroll for the fiscal year ended June 30, 2013 for the defined benefit plans, were:

	<u>PERS**</u>	<u>MPORS</u>	<u>FURS</u>
Employer	7.07%	14.41%	14.36%
Employee	6.90%*	If first employed: on or before 6/30/75- 5.8% after 6/30/75 - 7% after 6/30/79 - 8.5% on & after 7/1/97 - 9% w/ GABA - 9%	9.5% w/o GABA 10.7% w/GABA Also – 1% withheld & paid to Montana State Firemen’s Association
State	0.10%	29.37%	32.61%

The State contribution qualifies as an on-behalf payment. These amounts have been recorded in the City’s financial statements except for PERS which was considered immaterial.

Publicly available financial reports that include financial statements and required supplementary information may be obtained for the plans by writing or calling:

1. Montana Public Employee Retirement Administration, P.O. Box 200131, Helena, Montana 59620-0131 Phone: 1-406-444-3154.

The City's contributions for the years ended June 30, 2011, 2012, and 2013, as listed below, were equal to the required contributions for each year.

	<u>PERS</u>	<u>MPORS</u>	<u>FURS</u>
2011	\$ 208,269	\$ 123,221	\$ 140,093
2012	\$ 218,100	\$ 108,124	\$ 138,988
2013	\$ 217,963	\$ 113,228	\$ 136,154

CITY OF WHITEFISH  
 FLATHEAD COUNTY, MONTANA  
**NOTES TO THE FINANCIAL STATEMENTS**  
 June 30, 2013

**NOTE 11. LOCAL RETIREMENT PLANS**

**Deferred Compensation Plan**

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan available to all City employees permits them to defer a portion of their salary until future years. Participation in the plan is optional. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency.

**Fire Department Relief Association Disability and Pension Fund**

City volunteer firefighters are covered by the Fire Department Relief Association Disability and Pension Fund, which is established by State Law. The Association is managed by a Board of Trustees made up of members of the fire department, and is accounted for as an agency fund of the town.

A member of a volunteer fire department who has served 20 years or more is entitled to benefits regardless of age. Volunteer serving less than 20 years but more than 10 years may receive reduced benefits. The amount of the pension benefits are set by the Association's Board of Trustees.

**NOTE 12 FUND BALANCE CLASSIFICATION POLICIES AND PROCEDURES**

The government considers restricted amounts to have been spent first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available.

The government considers that committed amounts would be reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

**Restricted Fund Balance**

<u>Major Fund</u>	<u>Amount</u>	<u>Purpose of Restriction</u>
Resort Tax	\$ 2,142,223	Public Works
Tax Increment	1,858,754	Housing and Community Development
Fire and Ambulance	634,165	Public Safety
Tax Increment Revenue	3,248,909	Debt Service
Bond Debt		
Aggregate Remaining Funds:		
	3,050,305	Public Works
	129,532	Culture & Recreation
	5,573	Housing & Community Development
	49	Public Safety
	<u>2,032,585</u>	Capital Projects
	<u>\$ 13,102,095</u>	

CITY OF WHITEFISH  
 FLATHEAD COUNTY, MONTANA  
**NOTES TO THE FINANCIAL STATEMENTS**  
 June 30, 2013

**NOTE 13. DEFICIT FUND BALANCES/NET POSITION**

<u>Fund Name</u>	<u>Amount</u>	<u>Reason for Deficit</u>	<u>How Deficit will be Eliminated</u>
Parks, Recreation and Community Services	\$ (112,806)	Delinquent taxes receivable	Future revenues
Drug Forfeiture	(191,162)	Excess payroll payments	Future drug forfeitures
Building Codes	(400,910)	Excess expenditures	Future revenues
SID 166 Bond Debt	(55,273)	Deferred assessment receivable	Future assessments
Emergency Services Center	(43,578)	Excess expenditures	Future TIF transfers
Total	<u>\$ (803,729)</u>		

**NOTE 14. RESTATEMENTS**

During the current fiscal year, the following adjustments relating to prior years' transactions were made to fund balance and net position.

<u>Fund</u>	<u>Amount</u>	<u>Reason for Adjustment</u>
Fire and Ambulance	\$ 285,642	Combine Ambulance Enterprise Fund balance sheet accounts with Fire Governmental Fund
Ambulance	(123,599)	Combine beginning fund balance of Ambulance Enterprise Fund with Fire Governmental Fund
Governmental Activities:		
	(186,823)	Remove Ambulance OPEB Fund Level Restatement
	(128,757)	Reclassify Ambulance Compensated absences to Governmental from Enterprise
	<u>105,713</u>	Remove Ambulance Capital Assets Fund Level Restatement
	<u>\$ (47,824)</u>	

**NOTE 15. JOINT VENTURES**

Joint ventures are independently constituted entities generally created by two or more governments for a specific purpose which are subject to joint control, in which the participating governments retain 1) an ongoing financial interest or 2) an ongoing financial responsibility.

CITY OF WHITEFISH  
FLATHEAD COUNTY, MONTANA  
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**Flathead County 911 Emergency Coordination Center**

Flathead County along with the City of Kalispell, the City of Columbia Falls, and the City of Whitefish, participate in a County-wide enhanced 911 public safety answering point called Flathead County 911 Emergency Coordination Center (ECC) that was established by an interlocal agreement in February, 1999. The ECC was formed for the purpose of providing for police/law enforcement public safety dispatch point (PSDP) selective call transfers, basic emergency dispatch services for all fire departments, fire districts, fire service areas, and licensed emergency dispatch services, and coordination of local and county-wide multi-agency and/or multi-jurisdictional emergencies and disaster response. The Board consists of five members; the Flathead County Sheriff, one member of the Flathead County Board of Commissioners, and one member from each of the City's operations for the ECC are accounted for in the 911 Fund and are reported in the general purpose financial states of Flathead County within the Special Revenue Fund. The salaries for the dispatch services are reported under the participating entities sheriff and police departments.

**Big Mountain County Sewer District**

The City permits the District to connect with the City's sanitary sewage collection system. The usage rate charged by the City to the District is \$40.00 for each customer classified as SC2/Outside.

**NOTE 16. SERVICES PROVIDED TO OTHER GOVERNMENTS**

**County Provided Services**

The City is provided various financial services by Flathead County. The County also serves as cashier and treasurer for the City for tax and assessment collections and other revenues received by the County which are subject to distribution to the various taxing jurisdictions located in the County. The collections made by the County on behalf of the City are accounted for in an agency fund in the City's name and are periodically remitted to the City by the County Treasurer. No service charges have been recorded by the City or the County.

**NOTE 17. RISK MANAGEMENT**

The City faces considerable number of risks of loss, including (a) damage to and loss of property and contents, (b) employee torts, (c) professional liability, i.e., errors and omissions, (d) environmental damage, (e) workers' compensation, i.e., employee injuries, and (f) medical insurance costs of employees. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Insurance Policies:

Commercial policies transferring all risks of loss, except for relatively small deductible amounts are purchased for property and content damage, employees torts, and professional liabilities. Employee medical insurance is provided for by a commercial carrier. And, given the lack of coverage available, the City has no coverage for potential losses from environmental damages.

CITY OF WHITEFISH  
 FLATHEAD COUNTY, MONTANA  
**NOTES TO THE FINANCIAL STATEMENTS**  
 June 30, 2013

Insurance Pools:

In 1986, the City joined together with other Montana cities to form the Montana Municipal Insurance Authority which established a workers' compensation plan and a tort liability plan. Both public City risk pools currently operate as common risk management and insurance programs for the member governments. The liability limits for damages in tort action are \$750,000 per claim and \$1.5 million per occurrence with a \$3,750 deductible per occurrence. State tort law limits the City's liability to \$1.5 million. The City pays an annual premium for its employee injury insurance coverage, which is allocated to the employer funds based on total salaries and wages. The agreements for formation of the pools provide that they will be self-sustaining through member premiums.

Separate audited financial statements are available from the Montana Municipal Insurance Authority.

**NOTE 18. RESORT TAX**

In 1995, the citizens of the City of Whitefish approved a 2% resort tax. City Ordinance 95-15 restricted the tax proceeds as follows:

Administration fee to the business owners	5%
Park Improvements	5%
Street Improvements	65%
Tax Relief	25%

On June 30, 2013 the resort tax fund had a cash balance of \$2,142,224. This balance was restricted as follows:

Park Improvements	\$ 473,898
Street Improvements	\$ 974,694
Tax Relief	\$ <u>693,632</u>
Total Resort Tax Cash	\$ <u><u>2,142,224</u></u>

**NOTE 19. WHITEFISH LAKE GOLF COURSE LEASE**

In January 2011, the City leased the Whitefish Lake Golf Course to the Whitefish Lake Golf Club, Inc. The term of the lease is for 30 years beginning January 1, 2011 and ending December 21, 2040. The annual rental payments due to the City are \$22,375 per year and shall increase by the December to December change in the Consumer Price Index every five years beginning with the payment due in June 2016. In addition, the City will receive a net profits payment beginning February 2012 of 3% of the prior year's net profit for the Whitefish Lake Golf Club, Inc.

CITY OF WHITEFISH  
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**NOTE 20. REDEMPTION OF INTERFUND LOANS**

The Drug forfeiture and Building Code funds currently owe \$191,162 and \$401,847 respectively to the General fund which is to be paid back by fiscal year 2015. The Drug Forfeiture fund is currently operating at a deficit and had no revenue during the year ending June 30, 2013. The Building Code fund is also operating at a deficit and had net income of only \$63,535 during the fiscal year ending June 30, 2013. As such, both of these funds will have significant difficulty in repaying the interfund loans in the time frame allotted.

**NOTE 21. PENDING LITIGATION**

The following is a list of litigation pending against the City and the amount of damages claimed by the Plaintiff. The City Attorney has made no evaluation as to the outcome of each case. The City has liability insurance which may cover all or part of the damages requested.

<u>Case</u>	<u>Damages Requested</u>	<u>Potential of Loss</u>
<i>Rosaaen v. City of Whitefish</i>	Not stated	Not stated
<i>T. Warren Schweitzer and Ingela Schnittger v. City of Whitefish</i>	Not stated	Not stated
<i>City of Whitefish and Flathead County v. Linda Babiak and Tim Babiak</i>	Not stated	Not stated
<i>Ella Marzean Quay v. LHC, Inc., Town of Whitefish, et. al.</i>	Not stated	Not stated

**REQUIRED SUPPLEMENTAL  
INFORMATION**

**City of Whitefish, Flathead County, Montana**  
**Budgetary Comparison Schedule**  
**For the Fiscal Year Ended June 30, 2013**

	<b>General</b>			
	<b>BUDGETED AMOUNTS</b>		<b>ACTUAL</b>	<b>VARIANCE</b>
	<b>ORIGINAL</b>	<b>FINAL</b>	<b>AMOUNTS (BUDGETARY BASIS) See Note A</b>	<b>WITH FINAL BUDGET</b>
<b>RESOURCES (INFLOWS):</b>				
Taxes and assessments	\$ 1,903,954	\$ 1,903,954	\$ 1,885,754	\$ (18,200)
Licenses and permits	59,300	59,300	63,053	3,753
Intergovernmental	758,300	758,300	757,000	(1,300)
Charges for services	125,350	125,350	218,123	92,773
Fines and forfeitures	238,750	238,750	251,958	13,208
Miscellaneous	36,375	36,375	32,596	(3,779)
Investment earnings	25,000	25,000	14,944	(10,056)
Amounts available for appropriation	<u>\$ 3,147,029</u>	<u>\$ 3,147,029</u>	<u>\$ 3,223,428</u>	<u>\$ 76,399</u>
<b>CHARGES TO APPROPRIATIONS (OUTFLOWS):</b>				
General government	\$ 520,171	\$ 520,171	\$ 480,655	\$ 39,516
Public safety	302,698	302,698	266,889	35,809
Public works	33,338	33,338	26,232	7,106
Social and economic services	1,500	1,500	1,500	-
Culture and recreation	20,860	20,860	18,988	1,872
Housing and community development	-	-	-	-
Debt service - principal	-	-	4,036	(4,036)
Debt service - interest	-	-	-	-
Miscellaneous	10,000	10,000	-	10,000
Capital outlay	-	-	56	(56)
Total charges to appropriations	<u>\$ 888,567</u>	<u>\$ 888,567</u>	<u>\$ 798,356</u>	<u>\$ 90,211</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	\$ 598,007	\$ 598,007	\$ 598,007	\$ -
Transfers out	<u>(2,795,965)</u>	<u>(2,795,965)</u>	<u>(2,860,071)</u>	<u>(64,106)</u>
Total other financing sources (uses)	<u>\$ (2,197,958)</u>	<u>\$ (2,197,958)</u>	<u>\$ (2,262,064)</u>	<u>\$ (64,106)</u>
Net change in fund balance			<u>\$ 163,008</u>	
Fund balance - beginning of the year			\$ 1,167,307	
Restatements			-	
Fund balance - beginning of the year - restated			<u>\$ 1,167,307</u>	
<b>Fund balance - end of the year</b>			<u><u>\$ 1,330,315</u></u>	

**City of Whitefish, Flathead County, Montana**  
**Budgetary Comparison Schedule**  
**For the Fiscal Year Ended June 30, 2013**

	<b>Resort Tax</b>			
	<b>BUDGETED AMOUNTS</b>		<b>ACTUAL</b>	<b>VARIANCE</b>
	<b>ORIGINAL</b>	<b>FINAL</b>	<b>AMOUNTS (BUDGETARY BASIS) See Note A</b>	<b>WITH FINAL BUDGET</b>
<b>RESOURCES (INFLOWS):</b>				
Taxes and assessments	\$ 1,720,000	\$ 1,720,000	\$ 1,966,425	\$ 246,425
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Miscellaneous	-	-	-	-
Investment earnings	15,000	15,000	5,528	(9,472)
Amounts available for appropriation	<u>\$ 1,735,000</u>	<u>\$ 1,735,000</u>	<u>\$ 1,971,953</u>	<u>\$ 236,953</u>
<b>CHARGES TO APPROPRIATIONS (OUTFLOWS):</b>				
General government	\$ -	\$ -	\$ -	\$ -
Public safety	-	-	-	-
Public works	2,000,000	2,000,000	-	2,000,000
Social and economic services	-	-	-	-
Culture and recreation	285,000	285,000	23,630	261,370
Housing and community development	-	-	-	-
Debt service - principal	-	-	-	-
Debt service - interest	-	-	-	-
Miscellaneous	-	-	-	-
Capital outlay	-	-	1,631,074	(1,631,074)
Total charges to appropriations	<u>\$ 2,285,000</u>	<u>\$ 2,285,000</u>	<u>\$ 1,654,704</u>	<u>\$ 630,296</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	\$ -	\$ -	\$ -	\$ -
Transfers out	(637,807)	(637,807)	(598,007)	39,800
Total other financing sources (uses)	<u>\$ (637,807)</u>	<u>\$ (637,807)</u>	<u>\$ (598,007)</u>	<u>\$ 39,800</u>
Net change in fund balance			<u>\$ (280,758)</u>	
Fund balance - beginning of the year			\$ 2,422,981	
Restatements			-	
Fund balance - beginning of the year - restated			<u>\$ 2,422,981</u>	
<b>Fund balance - end of the year</b>			<u><u>\$ 2,142,223</u></u>	

**City of Whitefish, Flathead County, Montana**  
**Budgetary Comparison Schedule**  
**For the Fiscal Year Ended June 30, 2013**

	<b>Tax Increment</b>			
	<b>BUDGETED AMOUNTS</b>		<b>ACTUAL</b>	<b>VARIANCE</b>
	<b>ORIGINAL</b>	<b>FINAL</b>	<b>AMOUNTS (BUDGETARY BASIS) See Note A</b>	<b>WITH FINAL BUDGET</b>
<b>RESOURCES (INFLOWS):</b>				
Taxes and assessments	\$ 4,245,596	\$ 4,245,596	\$ 4,237,148	\$ (8,448)
Licenses and permits	-	-	-	-
Intergovernmental	148,194	148,194	171,325	23,131
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Miscellaneous	-	-	2,186	2,186
Investment earnings	-	-	-	-
Amounts available for appropriation	<u>\$ 4,393,790</u>	<u>\$ 4,393,790</u>	<u>\$ 4,410,659</u>	<u>\$ 16,869</u>
<b>CHARGES TO APPROPRIATIONS (OUTFLOWS):</b>				
General government	\$ -	\$ -	\$ -	\$ -
Public safety	-	-	-	-
Public works	-	-	-	-
Social and economic services	-	-	-	-
Culture and recreation	-	-	-	-
Housing and community development	2,080,512	2,080,512	2,120,862	(40,350)
Debt service - principal	-	-	-	-
Debt service - interest	-	-	-	-
Miscellaneous	-	-	-	-
Capital outlay	2,048,737	2,048,737	441,150	1,607,587
Total charges to appropriations	<u>\$ 4,129,249</u>	<u>\$ 4,129,249</u>	<u>\$ 2,562,012</u>	<u>\$ 1,567,237</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	\$ -	\$ -	\$ 1,935	\$ 1,935
Transfers out	(2,153,000)	(2,153,000)	(2,065,609)	87,391
Total other financing sources (uses)	<u>\$ (2,153,000)</u>	<u>\$ (2,153,000)</u>	<u>\$ (2,063,674)</u>	<u>\$ 89,326</u>
Net change in fund balance			<u>\$ (215,027)</u>	
Fund balance - beginning of the year			\$ 2,073,781	
Restatements			-	
Fund balance - beginning of the year - restated			<u>\$ 2,073,781</u>	
<b>Fund balance - end of the year</b>			<u><u>\$ 1,858,754</u></u>	

**City of Whitefish, Flathead County, Montana**  
**Budgetary Comparison Schedule**  
**For the Fiscal Year Ended June 30, 2013**

	<b>Fire and Ambulance</b>			
	<b>BUDGETED AMOUNTS</b>		<b>ACTUAL</b>	<b>VARIANCE</b>
	<b>ORIGINAL</b>	<b>FINAL</b>	<b>AMOUNTS (BUDGETARY BASIS) See Note A</b>	<b>WITH FINAL BUDGET</b>
<b>RESOURCES (INFLOWS):</b>				
Taxes and assessments	\$ 4,224,596	\$ 4,224,596	\$ 515,049	\$ (3,709,547)
Licenses and permits	-	-	78,391	78,391
Intergovernmental	148,194	148,194	417,479	269,285
Charges for services	-	-	1,152,214	1,152,214
Fines and forfeitures	-	-	-	-
Miscellaneous	21,000	21,000	105,440	84,440
Investment earnings	-	-	-	-
Amounts available for appropriation	<u>\$ 4,393,790</u>	<u>\$ 4,393,790</u>	<u>\$ 2,268,573</u>	<u>\$ (2,125,217)</u>
<b>CHARGES TO APPROPRIATIONS (OUTFLOWS):</b>				
General government	\$ -	\$ -	\$ -	\$ -
Public safety	3,684,313	3,684,313	2,725,235	959,078
Public works	-	-	-	-
Social and economic services	-	-	-	-
Culture and recreation	-	-	-	-
Housing and community development	-	-	-	-
Debt service - principal	-	-	-	-
Debt service - interest	-	-	-	-
Miscellaneous	-	-	-	-
Capital outlay	165,000	165,000	42,905	122,095
Total charges to appropriations	<u>\$ 3,849,313</u>	<u>\$ 3,849,313</u>	<u>\$ 2,768,140</u>	<u>\$ 1,081,173</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	\$ -	\$ -	\$ 494,594	\$ 494,594
Transfers out	(2,153,000)	(2,153,000)	-	2,153,000
Total other financing sources (uses)	<u>\$ (2,153,000)</u>	<u>\$ (2,153,000)</u>	<u>\$ 494,594</u>	<u>\$ 2,647,594</u>
Net change in fund balance			<u>\$ (4,973)</u>	
Fund balance - beginning of the year			\$ 353,496	
Restatements			<u>285,642</u>	
Fund balance - beginning of the year - restated			\$ <u>639,138</u>	
<b>Fund balance - end of the year</b>			<u>\$ <u>634,165</u></u>	

**City of Whitefish, Flathead County, Montana**  
**Budgetary Comparison Schedule**  
**For the Fiscal Year Ended June 30, 2013**

	<b>Tax Increment Revenue Bond Debt</b>			
	<b>BUDGETED AMOUNTS</b>		<b>ACTUAL</b>	<b>VARIANCE</b>
	<b>ORIGINAL</b>	<b>FINAL</b>	<b>AMOUNTS (BUDGETARY BASIS) See Note A</b>	<b>WITH FINAL BUDGET</b>
<b>RESOURCES (INFLOWS):</b>				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Miscellaneous	-	-	-	-
Investment earnings	12,000	12,000	8,548	(3,452)
Amounts available for appropriation	<u>\$ 12,000</u>	<u>\$ 12,000</u>	<u>\$ 8,548</u>	<u>\$ (3,452)</u>
<b>CHARGES TO APPROPRIATIONS (OUTFLOWS):</b>				
General government	\$ -	\$ -	\$ -	\$ -
Public safety	-	-	-	-
Public works	-	-	-	-
Social and economic services	-	-	-	-
Culture and recreation	-	-	-	-
Housing and community development	-	-	-	-
Debt service - principal	1,265,000	1,265,000	1,265,000	-
Debt service - interest	547,524	547,524	571,401	(23,877)
Miscellaneous	-	-	-	-
Capital outlay	-	-	-	-
Total charges to appropriations	<u>\$ 1,812,524</u>	<u>\$ 1,812,524</u>	<u>\$ 1,836,401</u>	<u>\$ (23,877)</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	\$ 1,778,000	\$ 1,778,000	\$ 1,789,836	\$ 11,836
Transfers out	-	-	-	-
Total other financing sources (uses)	<u>\$ 1,778,000</u>	<u>\$ 1,778,000</u>	<u>\$ 1,789,836</u>	<u>\$ 11,836</u>
Net change in fund balance			<u>\$ (38,017)</u>	
Fund balance - beginning of the year			\$ 3,286,926	
Restatements			-	
Fund balance - beginning of the year - restated			<u>\$ 3,286,926</u>	
<b>Fund balance - end of the year</b>			<u><u>\$ 3,248,909</u></u>	

**City of Whitefish, Flathead County, Montana  
Budgetary Comparison Schedule  
Budget-to-GAAP Reconciliation**

**Note A - Explanation of differences between budgetary inflows and outflows and GAAP Revenues and Expenditures**

	<u>General</u>	<u>Resort Tax</u>	<u>Tax Increment</u>	<u>Fire and Ambulance</u>	<u>Tax Increment Revenue Bond Debt</u>
<b>Sources/Inflows of resources</b>					
Actual amounts (budgetary basis) "available for appropriation" from the budgetary comparison schedule	\$ 3,223,428	\$ 1,971,953	\$ 4,410,659	\$ 2,268,573	\$ 8,548
Combined funds (GASBS 54) revenues	437,911				
Total revenues as reported on the statement of revenues, expenditures and changes in fund balances-governmental funds.	<u>\$ 3,661,339</u>	<u>\$ 1,971,953</u>	<u>\$ 4,410,659</u>	<u>\$ 2,268,573</u>	<u>\$ 8,548</u>
<b>Uses/Outflows of resources</b>					
Actual amounts (Budgetary basis) "total charges to appropriations" from the budgetary comparison schedule	\$ 798,356	\$ 1,654,704	\$ 2,562,012	\$ 2,768,140	\$ 1,836,401
Combined funds (GASBS 54) expenditures	2,235,130	-	-	-	
Total expenditures as reported on the statement of revenues, expenditures, and changes in fund balances - governmental funds	<u>\$ 3,033,486</u>	<u>\$ 1,654,704</u>	<u>\$ 2,562,012</u>	<u>\$ 2,768,140</u>	<u>\$ 1,836,401</u>

**City of Whitefish**  
**REQUIRED SUPPLEMENTAL INFORMATION**  
**Schedule of Funding Progress**  
**For the Fiscal Year Ended June 30, 2013**

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) Unit Credit Cost Method (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/(c))
July 1, 2009	\$ -	\$ 2,138,344	\$ 2,138,344	0%	\$ 5,340,571	40.0%
July 1, 2012	\$ -	\$ 2,917,871	\$ 2,917,871	0%	\$ 4,966,132	58.8%

# **SINGLE AUDIT SECTION**

City of Whitefish, Flathead County, Montana  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
For Fiscal Year Ended June 30, 2013

<b>Federal Grantor/Pass-Through Grantor/Program Title</b>	<b>Federal CFDA Number</b>	<b>Pass-Through Entity Identifying Number</b>	<b>Federal Expenditures June 30, 2012</b>
<b><u>U.S. Department of Housing &amp; Urban Development</u></b>			
<i>Passed through Montana Department of Commerce:</i>			
CDBG Community Development	14.228	MT-CDBG-PG-15	\$ 11,748
Community Development Block Grants	14.228	MT-CDBG-09HR-03	34,838
<b>Total U.S. Department of Housing &amp; Urban Development</b>			<b>\$ 46,586</b>
<b><u>U.S. Department of Justice</u></b>			
<i>Direct:</i>			
Public Safety Partnership and Community Policing Grants	16.710	2009-RKWX-0523	\$ 35,580
<b>Total U.S. Department of Justice</b>			<b>\$ 35,580</b>
<b><u>U.S. Department of Transportation</u></b>			
<i>Passed through Montana Department of Transportation:</i>			
Highway Planning and Construction (Safe Routes to School)	20.205	7483	\$ 33,215
Highway Planning and Construction (Safe Routes to School)	20.205	106449	3,172
<i>Direct:</i>			
ARRA - Transportation Investments Generating Economic Revenue (TIGER)	20.932	DTFH61-10-G-00009	437,319
<b>Total U.S. Department of Transportation</b>			<b>\$ 473,706</b>
<b><u>U.S. Department of Energy</u></b>			
<i>Passed through Montana Department of Environmental Quality:</i>			
ARRA - Energy Efficient and Conservation block Grant Program	81.128	210153	\$ 200,000
<b>Total U.S. Department of Energy</b>			<b>\$ 200,000</b>
<b><u>U.S. Department of Homeland Security</u></b>			
<i>Direct:</i>			
Staffing for Adequate Fire and Emergency Response	97.083	EMW-2008-FF-00288	\$ 58,590
<b>Total U.S. Department of Homeland Security</b>			<b>\$ 58,590</b>
<b>Total Federal Financial Assistance</b>			<b>\$ 814,462</b>

CITY OF WHITEFISH  
FLATHEAD COUNTY, MONTANA

**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

Fiscal Year Ended June 30, 2013

*Basis of Presentation*

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of City of Whitefish, Flathead County, Montana, and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in preparation of, the basic financial statements.

**Denning, Downey & Associates, P.C.**  
**CERTIFIED PUBLIC ACCOUNTANTS**

1740 U.S. Hwy 93 South - Suite 101 Kalispell, MT 59901

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED  
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS**

Mayor and City Council  
City of Whitefish  
Flathead County  
Whitefish, Montana

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of City of Whitefish, Flathead County, Montana, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the City of Whitefish's basic financial statements and have issued our report thereon dated March 28, 2014.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered City of Whitefish, Flathead County, Montana's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Whitefish, Flathead County, Montana's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City of Whitefish's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Derring, Downey and Associates, CPAs, P.C.*

March 28, 2014

***Denning, Downey & Associates, P.C.***  
**CERTIFIED PUBLIC ACCOUNTANTS**

1740 U.S. Hwy 93 South, P.O. Box 1957, Kalispell, MT 59903-1957

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

Mayor and City Council  
City of Whitefish  
Flathead County  
Whitefish, Montana

**Report on Compliance for Each Major Federal Program**

We have audited City of Whitefish, Flathead County, Montana, compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement that could have a direct and material effect on each of City of Whitefish's major federal programs for the year ended June 30, 2013. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of City of Whitefish, Flathead County, Montana's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of City's compliance.

**Opinion on Each Major Federal Program**

In our opinion, City of Whitefish, Flathead County, Montana, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2013.

### **Report on Internal Control Over Compliance**

Management of City of Whitefish, Flathead County, Montana is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine our auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Denning, Downey and Associates, CPA's, P.C.*

March 28, 2014

CITY OF WHITEFISH  
 FLATHEAD COUNTY, MONTANA  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

Fiscal Year Ended June 30, 2013

**Section I – Summary of Auditor’s Results**

**Financial Statements**

Type of auditor’s report issued	<i>Unmodified</i>
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(s) identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

**Federal Awards**

Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiency(s) identified not considered to be material weaknesses	None Reported
Type of auditor’s report issued on compliance for major programs:	<i>Unmodified</i>
Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section .510(a)?	No

Identification of major programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
16.710	Public Safety Partnership and Community Policing Grants
20.932	ARRA Transportation Investments Generating Economic Revenue (TIGER)

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 300,000</u>
Auditee qualified as low-risk auditee?	No

**Denning, Downey & Associates, P.C.**  
**CERTIFIED PUBLIC ACCOUNTANTS**

1740 U.S. Hwy 93 South, P.O. Box 1957, Kalispell, MT 59903-1957

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**REPORT ON PRIOR AUDIT REPORT RECOMMENDATIONS**

Mayor and City Council  
City of Whitefish  
Flathead County  
Whitefish, Montana

The prior audit report contained three recommendations. The action taken on each recommendation is as follows:

<u>Recommendation</u>	<u>Action Taken</u>
City Court – Outstanding Bonds/Internal Controls	Implemented
Financial Reporting	Implemented
Schedule of Expenditures of Federal Awards	Implemented

*Denning, Downey and Associates, CPA's, P.C.*

March 28, 2014

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**WHITEFISH CITY COUNCIL**  
**CLOSED EXECUTIVE SESSION**

**April 21, 2014**

**5:30 P.M. to 7:00 P.M.**

Closed Session for City Attorney and City Manager annual evaluations. Present were Mayor Muhlfeld and Councilors Sweeney, Hildner, Feury, and Frandsen; and City Attorney VanBuskirk and City Manager Stearns, separately. Pursuant to §2-3-203(3) MCA, the presiding officer may close the meeting during the time the discussion relates to a matter of individual privacy and then if and only if the presiding officer determines that the demands of individual privacy clearly exceeds the merits of public disclosure. The right of individual privacy may be waived by the individual about whom the discussion pertains and, in that event, the meeting must be open.

**WHITEFISH CITY COUNCIL MINUTES**

**April 21, 2014**

**7:10 P.M.**

**1. CALL TO ORDER**

Mayor Muhlfeld called the meeting to order. Councilors present were Sweeney, Hildner, Feury, and Frandsen. Councilors Anderson and Barberis were absent. City Staff present were City Manager Stearns, City Clerk Lorang, Assistant City Manager/Finance Director Swisher, City Attorney VanBuskirk, Planning and Building Director Taylor, Senior Planner Compton-Ring, Public Works Director Wilson, Parks and Recreation Interim Director Loveless, Police Chief Dial, and Fire Chief Kennelly. Approximately 15 people were in attendance.

**2. PLEDGE OF ALLEGIANCE**

Mayor Muhlfeld asked Dan Graves to lead the audience in the Pledge of Allegiance.

**3. COMMUNICATIONS FROM THE PUBLIC (CD 1:00)** – (This time is set aside for the public to comment on items that are either on the agenda, but not a public hearing or on items not on the agenda. City officials do not respond during these comments, but may respond or follow-up later on the agenda or at another time. The Mayor has the option of limiting such communications to three minutes depending on the number of citizens who want to comment and the length of the meeting agenda)

Thomas Tornow, 309 Wisconsin Avenue, said he was here tonight as a member of the Chamber of Commerce's Governmental Affairs Committee to help the Council help business.

Darwin Lee, a retired railroader, lives at 6300 Park Knoll Lane and said Mr. Lambert has approached them about a hotel they are going to build. He said the revised plan is acceptable to them and to the folks at Park Knoll subdivision now that they have re-routed the location of a future Baker Avenue.

Mayre Flowers, Citizens for a Better Flathead, thanked them for their time commitment to being on the Council. She said a lot of incredible people support the work she does and urged them to dig into the wonky issues the public doesn't easily dig in to. She said at the last meeting the Mayor urged them to move forward with the Zoning Text Amendment for the WB-2, and she was disappointed to see that it

is on tonight's Consent Agenda. She thinks it should be pulled and fine tuned. The findings they decide on tonight are the same questions they will answer if any other business comes before them, so she thought these findings have to say that this is a unique situation. She asked them to consider the findings in a 2011 decision where it states the intent to recognize downtown as the commercial and financial center of Whitefish, and she submitted her recommendations for Council's consideration.

Mayre Flowers, Citizens for a Better Flathead, also invited the public for an Earth Day celebration on Tuesday night at FVCC.

#### **4. COMMUNICATIONS FROM VOLUNTEER BOARDS – None.**

#### **5. CONSENT AGENDA (CD 7:55)** (The consent agenda is a means of expediting routine matters that require the Council's action. Debate does not typically occur on consent agenda items. Any member of the Council may remove any item for debate. Such items will typically be debated and acted upon prior to proceeding to the rest of the agenda. Ordinances require 4 votes for passage – Section 1-6-2 (E)(3) WCC)

##### **5a. Minutes from the April 7, 2014 Council regular meeting (p. 66)**

##### **5b. Ordinance No. 14-03; An Ordinance amending Zoning Regulations in Whitefish City Code Section 11-2K-2 to identify private postal services and shipping services as a permitted use in the Secondary Business District (WB-2) (2<sup>nd</sup> Reading) (p.82)**

##### **5c. Ordinance No. 14-04; An Ordinance approving a commercial Planned Unit Development Overlay including a conditional use permit and zoning deviations on the easterly 690-feet of Tract 3ABO a 5.766 acre parcel at 6340 Highway 93 South to develop a hotel (2<sup>nd</sup> Reading) (p. 90)**

##### **5d. Consideration of approving an amendment to the Declaration of Condominium Covenants, Conditions, and Restrictions for River Crossing Condominiums River Crossing Condominiums (p. 95)**

##### **5e. Consideration of approving the Second Amendment to Declaration of Condominium Covenants, Conditions, and Restrictions for the Whitefish Lake Lodge Condominiums Under the Montana Unit Ownership Act (p. 104)**

##### **5f. Consideration of approving application from White Cloud Design on behalf of Melinda and Kevin Johnson for Whitefish Lake Lakeshore Permit (#WLP-14-W13) at 815 Delrey Road for installation of dry-set stone stairs, low voltage pathway lighting, placement of 24 cubic yards of gravel, and pruning of mature trees subject to 25 conditions (p. 115)**

Councilor Sweeney offered a correction to the Minutes on page 6 (packet page 71) regarding Ordinance 14-03, to state he didn't want to approve the ordinance, "without amending the finding of facts." Councilor Hildner, offered a correction on page 14 (packet page 79) last sentence, "The pond was constructed a number of years ago."

**Councilor Hildner offered a motion, seconded by Councilor Feury, to approve the Consent agenda as amended. The Consent Agenda, as amended, passed unanimously.**

#### **6. PUBLIC HEARINGS (CD 10:05)** (Items will be considered for action after public hearings) (Resolution No. 07-33 establishes a 30 minute time limit for applicant's land use presentations. Ordinances require 4 votes for passage – Section 1-6-2 (E)(3) WCC)

**6a. Consideration of a request by Larix LLC on behalf of the Center for Native Plants for a sign variance for size and architectural embellishments for their property at 5605 Highway 93 South (p. 136) WZV-14-01**

Senior Planner Compton-Ring reported that Larix LLC, on behalf of the Center for Native Plants, is requesting a variance to install a freestanding sign along the frontage of their property at 5605 Highway 93 S. Planner Compton-Ring noted the staff report incorrectly lists the project address a couple times, the correct address is 5605 Hwy 93 South. The application proposes a copy area of 46 square feet per side of the sign. The total sign is 129 square feet per side and 10-feet tall from finished grade (8-feet from the centerline of the adjacent right-of-way). The sign will be setback 5-feet from the property line, which, because of the wide right-of-way, is 75-feet from the edge of highway pavement.

Planner Compton-Ring said they are requesting a variance to the sign size and architectural embellishments. This area is designated as a Residential Sign District; regulations allow one 4-foot tall, free standing sign with a copy area of 10 square feet, and architectural embellishments of an additional 1-foot sign area and 5 additional square feet of area without copy. She explained that areas outside the City Limits were designated with the Residential Sign District in 2005 when the City first obtained that planning jurisdiction. It was anticipated this district would remain in place until such time as the City was able to either create a sign specific district or evaluate applying one of the existing sign districts once a Whitefish specific zoning district was applied. An example is the WBSD zoning and complimentary sign district created at Highway 40 and Dillon/Conn Roads.

This variance request is not based on a hardship related to lot size, shape or topography, or created by the applicant, but is related to the City not exerting its full control over the planning jurisdiction pending the outcome of litigation with the County and the applicant has no control over this. Granting the variance will not adversely affect other businesses, and would allow this applicant to have commercial signage for a commercial business on commercial property. The applicants are implementing dark sky lighting. The variance is the minimum needed to alleviate the hardship. Staff suggested comparison with the WBSD which allows signs 8 feet high and 50 square feet of copy per side. The WBSD allows a 50 % increase for embellishments. The applicant worked with a sign professional to determine that the sign is of the right dimensions for visibility from Highway 93. The Sign Ordinance allows the applicant to go to the ARC to review the sign if they want to have embellishments that are greater than 50%. The applicant is requesting one 10-foot high sign with 46 square feet per side of copy, and a total size of 129 square feet.

Staff finds that the conditions for granting relief from the code set forth in Section 11-7-7 are met or not applicable. Staff respectfully recommends the Council adopt the findings in staff report WZV-14-01 and approve the variance as requested subject to three conditions of approval. If the Council felt the applicant had provided their burden of proof that a hardship exists and wish to grant the variance for the sign as submitted by the applicant, the Council would need to eliminate condition #1, revise Finding of Fact 13 and delete Finding of Fact 14.

Councilor Feury asked if all seven requirements need to be met for a variance and Planner Compton-Ring said they have to be met or deemed not applicable.

Mayor Muhlfeld opened the public hearing.

Greg Gunderson, 840 E. 1<sup>st</sup> Street, distributed two handouts. One was a mock-up photo of the sign. The second was a design they created after the staff report. They tweaked the measurements to bring it into the sizes and percentages Planner Compton-Ring was referring to. He said he bought the property two years ago with Andrew Beltz and David Noftsinger and their goal is to have an attractive business with a safe entrance and proper signage. He said last summer they learned about the residential sign overlay and realized that for a perpendicular sign placement they would only be allowed 5 square feet per side and they would have to be 75' back from the white stripe on the highway. He said that wouldn't cut it, so they researched what would make an appropriate sized sign. He said they have 300 feet of frontage and the WBSD would allow two signs of this size, but they are only requesting one. He said their buildings are set way back in the property so only landscaping and their sign will be seen from the highway which they feel is a minimal visual impact on the entrance into Whitefish. Their sign is all natural materials and fits with their concept of "modern rustic", a good fit with Whitefish. The sign is two feet below grade, so their height request in the design is appropriate so people can read it while they are driving down the highway. He said their only question of the staff report was the calculation of 129 total square feet (packet page 141, #5); which includes the base of the sign in the square footage. He said monument style signs are allowed and they are solid from the ground to the top. He believes that Planner Compton-Ring agrees with him that the base wouldn't have to be included. The entire size is 120 square feet with 48 square feet of copy. He said they feel they fall within the WBSD guidelines.

Mayor Muhlfeld closed the public hearing.

Councilor Hildner asked where the monument portion of it ends and the architectural design begins. Planner Compton-Ring said anything below the wording is considered to be part of the base. Councilor Hildner asked and Greg Gunderson said the sign is barnwood with lettering made out of steel. Councilor Hildner asked and Greg Gunderson said they won't put anything on the west side of the sign.

Councilor Sweeney asked if Planner Compton-Ring for clarification of the square feet of the base and embellishments, and asked if there is a time line for coming up with a Sign Ordinance for Highway 93 South. Director Taylor said they are waiting for the donut legislation to be resolved. Councilor Sweeney said he would like to get some agreement on what would be allowed in the WBSD versus what they are being asked to approve here. Mayor Muhlfeld summarized a comparison of the revised proposal with WBSD regulations and said the revised copy area is under the 50' threshold. The applicant makes a good argument that it makes sense to raise the sign due to the grade. He said the Highway District would allow three signs, the WBSD would allow 2, and the applicant is only asking for one.

**Councilor Hildner offered a motion, seconded by Councilor Frandsen, to approve the sign variance as requested by Larix LLC on behalf of the Center for Native Plants (WZV-14-10) that conforms to the WBSD criteria; for one 2-sided sign on which the copy area is not to exceed 50 square feet, total sign area not to exceed 75 square feet, and total height not to exceed 10 feet.**

Planner Compton-Ring offered the revised figures based on Gunderson's revised design distributed tonight, and said it will have 48 square feet of copy, and 77 feet of architectural embellishment, now that she is subtracting the base from the calculations.

**Councilor Sweeney offered an amendment, seconded by Councilor Frandsen, to approve the requested variance from the revised diagram submitted tonight, given the recalculated**

measurements of architectural embellishments not to exceed 77 and the copy area not to exceed 48 square feet. The amendment passed unanimously.

Councilor Feury offered a motion, seconded by Councilor Frandsen, to add Finding #16 stating that the sign is a monument style sign, therefore according to sign regulations the base is not included in calculating embellishments for total square foot calculation. The amendment passed unanimously.

The original motion, as amended, passed unanimously.

## 7. COMMUNICATIONS FROM PUBLIC WORKS (CD 41:18)

### 7a. Resolution No. 14-10; A Resolution authorizing the City Manager to submit an application to the Montana Department of Commerce for TSEP and DNRC-RRGL grant funding associated with the 2104 Infiltration and Inflow Mitigation Project (p. 162)

Public Works Director Wilson said this is a follow up after the City Council's Public Hearing on April 7, 2014 regarding this project. The recommended action at this time is to adopt the attached resolution, committing to certain terms and authorizing the City Manager to submit the grant application. A copy of the proposed project budget is on page 165 of the packet. This budget provides for a total funding package of \$1,141,000 including \$125,000 in grant funding from RRGL, \$500,000 from TSEP, a low interest loan from the State Revolving Fund (SRF) in the amount of \$402,300, and \$113,700 in local matching funds; the City's commitment for the loan and matching funds would not be before FY 2016.

Councilor Sweeney asked where they would get the matching funds and Director Wilson said it would come out of the sewer funds. It would be about a .67 cents/month increase, but the City is already looking at sewer increases for the new plant, so this will be a small part of the bigger increase.

**Councilor Feury offered a motion, seconded by Councilor Frandsen to adopt Resolution 14-10, thereby committing to abide by grant program requirements, to provide matching funds, and authorizing the City Manager to submit the grant application.**

Councilor Frandsen noted a typographical error in the word "Council" at the end of the resolution in the packet on page 162.

The motion passed unanimously.

### 7b. Consideration of directing staff to prepare a resolution to increase the no parking zones on 6<sup>th</sup> Street, Flint Street, Geddes Avenue, Jennings Avenue, and Good Avenue (p.167)

Director Wilson said the Public Works Department is proposing No Parking zones along all or portions of West 6<sup>th</sup> Street, West 5<sup>th</sup> Street (aka North Street), Geddes Avenue, Jennings Avenue, West 3<sup>rd</sup> Street and Good Avenue, between Baker Avenue and West 2<sup>nd</sup> Street, as was intended when these streets were designed and as was discussed with the neighborhood and City Council prior to construction of the recent 6<sup>th</sup> and Geddes Street Project.

A drawing illustrating the proposed No Parking zones and one small loading zone is included on packet page 169; and the notice which was mailed to property owners and residents along the route in on page 170, additional history is on page 171-172.

After presenting his staff report, Director Wilson encouraged the Council to recognize Michael Jamison who had just arrived and wasn't here in time for the Public Comment portion of this meeting. Councilor Frandsen recognized Michael Jamison.

Michael Jamison, 44 Pine Avenue, said last summer the City increased the width of this street and added a grass boulevard and a 5' sidewalk. He said it is a beautiful project, but it reduced the available parking. He is building a house at 409 Geddes Avenue. He said they own a rental at 401 Geddes. His new house has two parking spaces, but the rental sits right on the road. He said they've had their construction crew parked on the east side on Geddes Avenue during construction, but two cars could still pass slowly. He said after the work crew leaves, the traffic travels very fast and there is a blind hill which can be very dangerous. He recommended that they try to keep sections of the street available for on-street parking on one side of the street. He said during the highway construction project last year people discovered their road as a Highway 93 bypass. He urged them to consider how they might mitigate the lack of parking for people.

Mayor Muhlfeld asked if the residents in this area had been notified and Director Wilson said they did notify the neighbors with a letter and a map. Council discussed options with staff. Director Wilson said with those comments in mind they can do some more research and prepare a resolution for Council's consideration, keeping in mind that a key issue is the access for emergency vehicles and Chief Dial's comment that if some parking is allowed, it slows down traffic

**Councilor Frandsen offered a motion, seconded by Councilor Sweeney, to direct staff to prepare a resolution for their consideration at the May 5<sup>th</sup> City Council meeting. That resolution would establish enforceable No Parking zones and a 30 minute Loading Zone along all or portions of West 6<sup>th</sup> Street, West 5<sup>th</sup> Street (aka North Street), Geddes Avenue, Jennings Avenue, West 3<sup>rd</sup> Street and Good Avenue, between Baker Avenue and West 2<sup>nd</sup> Street, with the option of one-sided parking on Jennings and Geddes Avenue.**

Councilor Hildner said they must not forget that they have comments from other folks who don't want parking on either side of the street. Councilor Feury said he knows that neighborhood pretty well and he knows the City needs to provide parking. He said they might need to look at parking pods rather than offering parking on the full length of those streets.

**The motion passed unanimously.**

## **8. COMMUNICATIONS FROM CITY MANAGER (CD 58:58)**

**8a. Written report enclosed with the packet. Questions from Mayor or Council? (p. 176)**  
None.

**8b. Other items arising between April 16<sup>th</sup> and April 21<sup>st</sup>**

City Manager Stearns said they opened bids for the restroom construction at the O'Shaughnessy center and that will be in the Council packet next month. He said that the Planning Board had to cancel last Thursday's meeting because they didn't have a quorum. He said they might want to talk about the options there.

Manager Stearns said that at a previous meeting the Council passed approval to apply for two grants for infill and outflow for wastewater. He said in the packet on page 179 is a document that shows the affects of the runoff into the stormwater system; it shows tangible results of the wastewater I and I project after work was done in 2011.

City Clerk Lorang distributed information for the Municipal Elected Officials Workshop presented by the MSU Local Government Center. She said the deadline is this week and if any of them would like to register to please let her know.

**8c. Review preliminary FY15 budget schedule and set dates for budget work sessions and public hearing on preliminary budget (p. 181)**

Manager Stearns said they are in the throes of the preliminary budget process. The current draft of the FY15 budget schedule is on packet page 181. Staff would like the City Council to confirm and approve the two dates for budget work sessions (May 27<sup>th</sup> and June 9<sup>th</sup>) and set the date for the hearing and action on the FY15 Preliminary Budget for the City Council meeting on June 16<sup>th</sup>.

Mayor Muhlfeld said if Councilors Anderson and Barberis can't make those dates we can review the schedule. He said it is important to have all of the Councilors present for these meetings.

**Councilor Frandsen offered a motion, seconded by Councilor Hildner, to confirm and approve the two dates for budget work sessions for May 27<sup>th</sup> and June 9<sup>th</sup> and set the date for the hearing on the FY15 Preliminary Budget for the City Council meeting on June 16<sup>th</sup>. The motion passed unanimously.**

**8d. Resolution No. 14-11; A Resolution establishing annual goals for the City (p.182)**

**Councilor Feury offered a motion, seconded by Councilor Sweeney, to adopt Resolution No. 14-11; A Resolution establishing annual goals for the City. The motion passed unanimously.**

**9. COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS (CD 1:06:09)**

Councilor Sweeney said they need to address the issue of having a quorum at the Planning Board. He would like to move forward at making the City appointment for the Board Member that resigned. Manager Stearns said the advertisement is out now and interviews are scheduled for the next three meetings, and we can schedule to fill that vacancy at the first set of interviews in May. Mayor Muhlfeld asked what they can do while waiting for the County appointments to be made. Attorney VanBuskirk said they could create a rotating City Councilor position to fill in at those meetings. She said staff can prepare a resolution for Council's consideration at the next meeting that provides for City Council to fill vacancies, temporarily, on a rotating 3-month basis, which is allowed by Code. If two are needed to fill the vacancies, each two can be appointed for up to 3 months.

Councilor Hildner said he is concerned about the Veteran's Memorial Bridge because the pedestal is out of plumb and leans in toward the river. He said it is not "good enough" and he would like to see the pedestal fixed. Director Wilson said Karin Hilding is documenting that this is a problem and is writing MDT.

Councilor Frandsen said she decided not to move Ordinance 14-03 off the Consent Agenda because after reviewing the CBF comments relating to the findings she talked to staff. She believes that the findings, as presented by staff, and the intent of this Council to make it a permitted use were suitable and that is how she made her decision.

Mayor Muhlfeld asked about the Highway 93 W. Corridor study and Director Taylor said they are waiting on a draft from Nick Kauffman with WGM and then it will move from the Steering Committee to the Planning Board.

**10. ADJOURNMENT** (Resolution 08-10 establishes 11:00 p.m. as end of meeting unless extended to 11:30 by majority)

Mayor Muhlfeld adjourned the meeting at 8:27 p.m.

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Mayor Muhlfeld

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Jane Latus Emmert, Recording Secretary

Attest: \_\_\_\_\_  
Necile Lorang, City Clerk

## Chuck Stearns

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**From:** Mary VanBuskirk <mvanbuskirk@cityofwhitefish.org>  
**Sent:** Monday, April 28, 2014 1:41 PM  
**To:** 'Chuck Stearns'; 'Necile Lorang'  
**Cc:** 'Karin Hilding'; klhopkins@cityofwhitefish.org  
**Subject:** Great Northern Heights Phase 3 and 3A

Chuck and Necile: Following Karin's approval of the storm drainage system, would you please put the revised CCRS for the Great Northern Heights Phases 3 and 3A on the consent agenda for the Council's approval? Thank you. Mary

**MICHAEL A. FERRINGTON**

**Attorney At Law**

100 Second St. East  
Whitefish, MT 59937

(406)863-4824/fax:(406)863-4809

e-mail:[mferr@cyberport.net](mailto:mferr@cyberport.net)

Admitted in : Montana  
Hawaii  
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Settlement Master and  
Mediation and Arbitration  
Services through  
Flathead Arbitration &  
Mediation Services

April 23, 2014

Mary VanBuskirk/City Attorney  
Karin Hilding/Senior Project Engineer  
City of Whitefish

HAND DELIVERED

Re: Great Northern Heights Phase 3 and Phase 3A

Dear Ms. VanBuskirk and Ms. Hilding:

Enclosed please find are the revised CCRS submitted for approval and signature for the Great Northern Heights Phases 3 and 3A; these have been revised pursuant to the letter of April 11<sup>th</sup> from Karin Hilding to TomCowan, and we have attached and incorporated the Storm Drainage System Maintenance Plan (see Article VI) into the CCRS.

Please review and advise when they have been signed as approved; we will then have the Developer sign and record.

Sincerely,



Michael A. Ferrington

**After Recordation Return To:  
Michael A. Ferrington  
Attorney At Law  
100 Second St. East  
Whitefish, MT 59937**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR GREAT NORTHERN HEIGHTS PHASE 3A SUBDIVISION**

THIS DECLARATION of Covenants, Conditions, Restrictions and Reservations is made this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by Robert W. Pero and the Robert W. Pero Revocable Trust (“Declarant”).

**WITNESSETH**

WHEREAS, Declarant is the owner of the GREAT NORTHERN HEIGHTS PHASE 3A in the City of Whitefish (the Property”) and hereby subjects the Property to the Covenants, Conditions, Restrictions and Reservations (“Covenants”) set forth in this document, each and all of which is intended for the benefit of the Property and for each Owner in the Property. These Covenants shall inure to the benefit of and pass with the Property and each Lot thereof, and shall apply to all Owners and their successors in title:

NOW THEREFORE, Declarant having established a general plan for the improvement and development of the Property, do hereby establish these Covenants upon which and subject to which all Lots and portions of Lots within said Property shall be improved or sold, and do hereby declare that the Property is and shall be held, transferred, sold and conveyed subject to the Covenants hereinafter set forth, all of which shall run with the land and will be binding upon all successors in title of Declarant.

**ARTICLE I  
PROPERTY**

The Property which is and shall be held, transferred, sold and conveyed subject to the Covenants hereinafter set forth, is located in the City of Whitefish, Flathead County , Montana, and consists of the following tracts or parcels of land:

GREAT NORTHERN HEIGHTS PHASE 3A, according to the map or plat thereof on file and of record, Clerk and Recorder, Flathead County, State of Montana

**ARTICLE II  
DEFINITIONS**

The following terms, as used in this Declaration, are defined as follows:

*Lot* shall mean each of the 15 tracts of land within the Property.

*Onsite Roadways* shall mean the roadways, constructed by Declarant for the purpose of providing access throughout the Property.

*Owner* shall mean the record owner of a fee simple title to any Lot within the Property and shall include contract buyers but not contract sellers. For voting purposes, there shall only be one vote per lot regardless of the number of owners of said lot.

*Screened From View* shall mean, with respect to any given object on a Lot, that the object is screened by a fence, hedge, other decorative improvement or native vegetation, such that the object is not or would not be visible to a person six (6) feet tall, standing on any part of any adjacent Lot or other property at an elevation no greater than the elevation of the base of the object being viewed.

**ARTICLE III  
DEVELOPMENT PHILOSOPHY**

**SECTION 1. *Purpose of Covenants:*** The Property is being subjected to these Covenants to insure the most appropriate development and improvement of each Lot, to preserve and protect the natural beauty of the Property, and to enhance the property values of the lots within the property. This concept will be enhanced through comprehensive design, embodying the best qualities and techniques of site planning, engineering, architecture, landscape architecture, and overall design.

**ARTICLE IV  
ARCHITECTURAL AND ENVIRONMENTAL REVIEW**

**SECTION 1. *Architectural and Environmental Review Committee:*** The Architectural and Environmental Review Committee (“the “Committee”) shall consist initially of Declarant or their designees. At such time as two-thirds of the Lots have been sold and have had site and building plans approved by the Committee, the duties and responsibilities of the Committee, at the Developer's discretion, can be assigned to a homeowner's association. Provided, however, Declarant may, in their sole discretion, assign the duties and responsibilities of the Committee to a Homeowners' Association in writing at any time prior thereto. Once the duties of the Committee are assumed by the Association, the composition of the Committee shall be as provided in the Association's By-Laws.

**SECTION 2. *Architectural and Environmental Control:*** No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any addition to or change or alteration to any such building, fence, wall or other structure be made until the plans, specifications, and proposed construction schedule have been submitted to and approved by the Committee. The plans and specifications shall be submitted and reviewed in accordance with Sections 3 and 4 below, and shall show the nature, kind, shape, height, materials and location of the proposed structure, including proposed landscaping and exterior lighting. All plans must be reviewed by the Committee with an eye toward harmony of external design and location in relation to surrounding structures and topography, native vegetation and overall compatibility with surroundings and the development as a whole. The committee shall have the exclusive authority and sole discretion in the approval of all plans submitted including as to the location of all improvements to reasonably maintain the view from existing improvements on other lots, and as to the exterior appearance including as to paint or stain color and as to roofing materials to be used. Absolutely no mobile or pre-manufactured homes shall be permitted, regardless of whether the same are placed upon a permanent foundation.

**SECTION 3. *Plan Review Process:*** In order to insure that the design standards for the Property are achieved, a submission of certain plans will be required. Plan submissions will also be required for significant revisions, alterations or additions to approved or existing improvements. Each plan submission will require two (2) sets of plans containing the specific information described below. The plan submission for each new improvement or development and each significant revision, alteration, addition, or change of use shall be accompanied by a review fee as may be set by the Committee. All submitted plans will be reviewed by the Committee for acceptability of design and compliance with these Covenants and the development philosophy of the Property. Upon completion of review by the Committee, one set of plans will be returned to the applicant along with a letter summarizing comments, recommendations, requirements, and findings. The returned plans will be marked “APPROVED”, “APPROVED SUBJECT TO CONDITIONS”, or “NOT APPROVED”. Approvals are valid for one (1) year from the date of the written notice of approval. If construction is not commenced within such one(1) year period, plans must be resubmitted and a new approval secured.

**SECTION 4. *Required Plans:*** At a minimum, the following plans must be submitted to the Committee:

- a. Construction plans to a scale of 1/8 inch for all structures with consideration given to site utilization, engineering, architectural design and phasing.
- b. Site and landscape plans to a scale of 1" = 20' - 0" for all site disturbances with consideration given to vegetation, pedestrian and equestrian circulation, grading, drainage, exterior lighting, fences, driveways, parking, utilities and phasing.
- c. A site plan to an appropriate scale depicting the entire lot and the relative location of all proposed development within the lot.

**SECTION 5. *Adoption of Guidelines:*** The Committee shall have authority to adopt and publish guidelines setting forth the procedures and criteria for review of structures and other site improvements or modifications so long as such guidelines are not inconsistent with and are no less restrictive than these Covenants.

**SECTION 6. *Committee's Response:*** The Committee shall have thirty (30) days within which to complete its review and approve, modify or reject a proposal once a complete set of plans have been submitted along with the requisite \$200.00 plan review fee. In the event the Committee fails to respond to a proposal within such thirty (30) day period, the Owner shall then be permitted to commence construction in accordance with the submitted plans, but any deviation from such plans which in the judgment of the Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plans and elevations as submitted.

**SECTION 7. *Continuing Responsibility:*** The Committee shall have a continuing role in the approval and disapproval of proposed changes from the original design and construction, including without limitation, exterior remodeling, changes of color, exterior lighting, provision for wood storage, exterior clotheslines, recreational equipment (swimming pools, swing sets, basketball goals, tennis courts, etc.) and exterior pet and animal facilities. No such changes or additions will be permitted unless approved by the Committee, which may, in its discretion, waive the requirement that plans and specifications be submitted for such changes.

**SECTION 8. *Committee Enforcement:*** If the Committee, upon its own inspection or upon receiving a complaint, determines that any Owner is in violation of the committee's standards or guidelines, or has failed to properly maintain his Lot or any permanent improvement thereon, including necessary repairs, or has constructed or made any change to any improvement not in conformance with an approved plan, or is otherwise in violation of these Covenants, the Committee shall notify the Owner in writing. Such notice shall contain a statement of the nature of the nonconformity or violation and the steps needed to remedy it. If such remedial steps are not taken within a reasonable time, the Committee shall notify the Association which may itself, after written notice to the Owner and failure of such Owner to comply, undertake remedial measures and charge the Owner an assessment for any sums expended by it in so doing. Any such assessment shall become a lien against the Lot so assessed and the personal obligation of the Owner to the same extent as those liens described in Article VII, Section 2 herein.

## **ARTICLE V PROTECTIVE COVENANTS AND DEVELOPMENT GUIDELINES**

**SECTION 1. *Land Use:*** The Property may be used only for townhouse residential purposes with the exception of Lot 21 which may be used for a single family dwelling, and no structure shall be erected, placed or permitted to remain on a Lot other than one

townhouse residence (excluding one SFD on Lot 21), and subject to the rules and regulations of the City of Whitefish, one guest house, and related buildings such as shops, garages, incidental to the residential use of the Lot. *A Townhouse is defined as a single-family dwelling unit with abutting walls to one or more dwelling units, each located on its own lot and separated from the other similar dwelling units by a common boundary line with a zero setback on the common boundary. A townhouse does not share common floors/ceilings with other dwelling units.*

There shall be no commercial use of the Property and no trade, craft, business, professional, religious, educational or other commercial activity may be conducted on any Lot, other than within a properly constructed 'shop'. Provided however, those businesses or professions conducted entirely within residential structures shall be permissible including woodworking or similar 'shops' which are fully enclosed. No traffic may be generated by such home activities in greater volume than would normally be associated with a residential dwelling. No equipment or process shall be used which creates visual or audible interference with any radio, television, or telephone receivers off the premises or which causes fluctuation in electrical line voltage to other parts of the development. All utilities shall be placed underground.

**SECTION 2. *Subdivision of Lots:*** No lot shall be subdivided into two or more lots or parcels . Boundary line adjustments are permitted if they do not create new Lots. Any change in boundary lines shall require that the owner install and maintain new boundary markers. Any boundary line adjustment shall be completed in compliance with State and County law.

**SECTION 3. *Building Standards:*** The following construction standards shall be followed for all building on the Lots:

- a. Each home shall contain not less than the minimum amount of main floor living space as may be required by the City of Whitefish. For purposes of this paragraph, porches, balconies and garages shall not be considered part of the living space.
- b. No structure of any kind, and particularly those commonly known as "mobile home", "modular home", "trailer", or other prefabricated structure designed to be hauled or moved on wheels or "boxed", "sheet metal", or "A-frame" construction, shall be built or moved onto any Lot for any purpose except as allowed in Article V, Section 11, provided, however, Declarant reserves the right to use pre-assembled units or components of units provided that they otherwise comply with the design guidelines. No basement, garage, or other outbuilding, erected or placed on any Lot shall, at any time, be allowed or used as a residence, either temporarily or permanently except as otherwise permitted herein.
- c. All buildings shall be permanent in nature and no temporary buildings or partly finished buildings or structures shall be erected moved on or placed upon a Lot, provided, however, Declarant reserves the right to use pre-assembled units or components of units provided that they otherwise comply with the design guidelines. Only new materials may be used. However, used brick, beams and the like, on any integral part of the architecture of the building, will be allowed. All construction shall first be reviewed and approved pursuant to the provisions of Article IV as set forth above. All buildings constructed on a Lot shall be constructed in keeping with the location, terrain, and environment of the premises so as not to be unsightly.
- d. All buildings, including garages, tool sheds, etc., shall be in keeping with the architecture of the other buildings located on the Lot, kept in good repair and appearance, and maintained in a sanitary condition. All out

buildings shall maintain a similar exterior finish as the main residence as approved by the Architectural Review Committee. No metal siding is allowed.

- e. All construction, once begun, shall be completed as to exterior finish including siding and/or masonry, paint and roof. The construction area around each building constructed shall be, at least, rough graded prior to occupancy. All construction must be completed and building debris removed within the time frame set out in the approved construction schedule. The dwelling shall not be occupied until such time as the above work is completed including the installing and completion of all plumbing fixtures and utilities.
- f. No building on any Lot shall have a roof or exterior siding which is silver or metallic colored, shiny or reflective. Only Class A or B roofing materials, as rated by the National Fire Protection Association, shall be allowed on all structures. Use of wood shake roofs, are allowed. No vinyl siding is allowed.
- g. Each structure, once constructed on a Lot, shall be kept in the same condition as at the time of its initial construction, excepting normal wear and tear. All structures (including fences) shall be preserved and of pleasant appearance by maintaining paint, stain or sealer as needed. If any structure is damaged in any way, the Owner shall exercise due diligence to rebuild, repair and restore the structure to its appearance and condition prior to the casualty. Such repair or reconstruction shall be completed within nine (9) months of the casualty.
- h. In regard to height and set back restrictions, State, County or City provisions shall apply.
- i. All dwellings shall have house numbers and shall be visible from the Onsite Roadway serving the Lot either at the driveway entrance or on the house.
- j. All electrical, telephone, cable TV and other utility lines shall be installed underground. No fuel tanks shall be maintained above or below ground on any lot other than approved liquid propane tanks.
- k. If construction activity on any Lot should cause damage to the Onsite Roadways, the cost of repair of such roadway shall be borne solely by the Owner of said Lot. No oil drilling, gravel, sand or other operations or mining operations shall be permitted on any lot.
- l. No Owner shall change or interfere with the natural drainage of any lot without prior written approval of an affected lot owner, and the approval of the City or County, if required.
- m. Any fencing shall be subject to approval by the architectural Committee; no chain link fencing allowed.

**SECTION 4. *Seeding, Planting and Weed Control:*** Noxious weeds shall be destroyed on a regular basis to prevent them from reaching seed stage. Whenever a structure is constructed or ground is otherwise disturbed on any Lot, the Owner of said Lot shall, within a reasonable time thereafter, plant a ground cover or other vegetation to restore the ground disturbed by said construction.

**SECTION 5. Signs:** No signs shall be placed on any Lot except name plates and one unlighted sign, not exceeding sixteen (16) square feet in surface area, advertising the sale of a Lot.

**SECTION 6. Pets and Livestock:** No livestock, goats, pigs, chickens or cows shall be kept or maintained on any Lot for any purpose. All pets maintained on any Lot must not create or cause a violation of any of the Covenants contained herein, such as an annoyance or nuisance or disturbance to the neighborhood or the residents of any of the other Lots. Common household pets such as dogs and cats may be kept on a lot for non-commercial purposes.

**SECTION 7. Lot Appearance and Garbage:** Except as provided herein, no part of any Lot shall be used as a dumping ground or used to store or place or otherwise place in open view on any part of the Real Property. trash, garbage, rubbish, refuse, or other solid waste or unsightly objects of any kind, including particularly inoperable automobiles, appliances and furniture. Each Owner shall avoid accumulation of such refuse or other material prohibited by these Covenants. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose.

**SECTION 8. Nuisances:** No noxious or offensive activity shall be carried on or permitted upon any of the Lots, nor shall anything be done thereon which may be an annoyance or nuisance to the other Owners. By way of illustration, and not of limitation, the discharge of firearms may constitute a nuisance within the meaning hereof and, at the discretion of the Association, may be expressly prohibited.

**SECTION 9. Vehicles:** All vehicles shall be parked in garages, driveways, or designated parking areas and no vehicle including boats, rvs, or other equipment or vehicles of any type or nature shall be parked upon the Onsite Roadways; boats, rvs, snow-mobiles, watercraft or other equipment stored on a lot or driveway area shall be screened from view. Each occupant shall be responsible to see that visitors and guests park on the Lots being visited, provided, however, guests may temporarily park on the onsite roadways. No semi-trucks, dump trucks, or heavy equipment shall be allowed to be kept or stored within the property. No inoperable vehicles are allowed to be stored on the Lots unless they are stored within a building.

**SECTION 10. Antennas, Poles and Other Structures:** TV, radio, satellite dishes and other antennae are permitted, however, the location, height and size of any such antennae or device must be approved by the Committee, which may include a requirement that such antennae or other device be Screened from View or painted to match the structure.

**SECTION 11. Temporary Structures:** No structure of a temporary character, trailer, mobile home, tent, shack, garage, or other outbuilding shall be placed upon the Property or be used on any Lot at any time as a residence, either temporarily or permanently. A construction trailer may be allowed, with prior approval of the Committee, but only during the time of residential construction and must be promptly removed upon completion of construction.

**SECTION 12. Drainage/Sprinkler Control:** Reasonable precaution shall be taken during construction and thereafter, to prevent erosion and drainage problems. All disturbed soil areas shall be re-vegetated within a reasonable time in such a fashion as to minimize erosion. Driveways shall be constructed so as not to interfere with drainage and shall include culverts of appropriate size to prevent obstruction of water flow. No construction or landscaping will be allowed that adversely increases or changes the flow of water onto adjacent Lots. Any areas of negative drainage existing either prior or subsequent to the construction of improvements within the interior of platted lots shall be filled and graded to drain to the public right of ways.

**ARTICLE VI  
HOMEOWNERS ASSOCIATION**

There shall initially be no homeowners association, provided, however, the existing Great Northern Heights Homeowners Association for Phases 1 and 2, may be designated as the Homeowner's Association for Phase 3A whereby the by-laws and Association documents shall be deemed applicable to Phase 3A.

Long Term Maintenance of Common Areas and Stormwater Drainage System: Prior to the formation of a Homeowners Association or joinder with the existing Great Northern Heights Homeowners Association, the Declarant shall be responsible for all costs in connection with the maintenance of the common areas and Stormwater Drainage System; the Developer shall establish a common area and Storm Water Drainage System maintenance fund to be used until a Homeowner Association is formed or joinder occurs with the existing Great Northern Heights Homeowners Association, at such time the HOA shall administer the long term maintenance of common areas and Stormwater Drainage System and fund the same through its annual and special assessments, all as described below; attached hereto as Exhibit 'A' and incorporated herein by reference, is the Stormwater Drainage System Maintenance plan to be followed .

**ARTICLE VII  
ASSESSMENT/COLLECTION**

**SECTION 1. *Assessment/Creation of Lien:*** The Declarant (or any subsequent homeowners association, if applicable) may from time to time establish and collect homeowners due to be determined on a per lot basis. Said dues shall be used to pay the costs of any expenses not covered by the City for maintaining, repairing, and removing snow from the Onsite Roadways; any expenses not covered by the City for the costs of maintaining and repairing any drainage ditches, swales, or ponds; other costs incurred in connection with any common areas; any costs to enforce and administer these Covenants; or other subdivision expenses. Each Owner, by accepting a deed to, or land contractor for the purchase of a Lot, whether or not specifically so expressed in said conveying instrument, shall be deemed to agree and shall be bound to pay assessments established pursuant to the provisions of these Covenants, which will include regular annual assessments and special assessments. Assessments, whether special or regular, may be collected on a monthly, quarterly or yearly basis as determined by the Declarant or a Board of Directors (should a homeowners' association be formed or should the Great Northern Homeowner's Association govern Phase 3), together with interest, costs and reasonable attorney's fees incurred in the enforcement of the provisions of this article. The initial annual assessment fee per lot shall be \$150.00 payable at the close of each escrow for each initial sale.

**SECTION 2. *Lien:*** Assessments, as provided herein, together with any interest costs, and reasonable attorney's fees incurred in collecting same, shall be a charge on each Owner's Lot, and shall be a continuing lien against said Lot as of the date the assessment becomes delinquent. Said amount shall also be a personal obligation of the Owner of the Lot at the time when said assessment becomes due.

**SECTION 3. *Purpose:*** Assessments herein shall be used for the general purpose of acquiring and maintaining common area property of the subdivision and administering and enforcing the Covenants.

**SECTION 4. *Assessments:*** The Declarant shall levy regular annual assessments to cover the subdivision's annual operating budget. The Declarant shall levy special assessments when necessary to pay for unbudgeted expenses of the subdivision.

**SECTION 5. *Rate:*** Assessments shall be based on a per lot basis.

**SECTION 6. *Assessment Period/Due Date:*** The fiscal year shall end December 31<sup>st</sup> of each year. By December 15<sup>th</sup> of each year the Declarant shall determine the budget for the new year and the amount of the regular annual assessment.

Upon an Owner purchasing a Lot, his or her liability for regular assessments shall be prorated on a daily basis to the extent of the number of days remaining from date of purchase in any assessment period. Said proration shall be based on a 365-day year. Special assessments shall not be prorated.

**SECTION 7. *Nonpayment of Assessments: Remedies:*** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law. The Declarant may bring an action against the Owner of the Lot in default as and on the basis of an account due, and/or foreclose the lien against said Lot. Such assessment obligation shall be a personal obligation of the Lot joint and several to each Owner or Owners. In addition to the amount of the assessment and interest thereon, in the event of any legal action to collect a delinquent assessment, the Declarant shall be entitled to recover its costs plus all attorney's fees incurred. An action to collect without foreclosure does not waive the lien or the right to foreclose. The Declarant shall have the right to purchase a Lot at a foreclosure sale.

**SECTION 8. *Subordination of Assessment Lien:*** The lien of any assessment provided herein shall be subordinate to any purchase money security interest for a Lot acquired herein or consensual lien for the construction of a residence herein when said lien secures the Owner's obligation for acquisition or construction.

## **ARTICLE VIII**

### **RESERVATION OF ROAD, DRAINAGE AND UTILITY EASEMENTS**

**SECTION 1. *Reservation of Easements:*** Declarant hereby reserves and retains the right over, under and across all rights-of-way for the Onsite Roadways and for necessary utility, drainage or access easements, including as and for the water system, as said Onsite Roadways or utilities pass over, across and through each Lot as more fully shown and depicted on the plat, for the purpose of ingress and egress to and from each Lot and for the purpose of locating, installing, erecting, constructing, maintaining or using underground electric and telephone lines, drainage ditches, swales, ponds and other utilities.

**SECTION 2. *Expenses of Owner:*** All costs for all utilities and telephone lines from the shall be borne entirely by the Owner. Any Owner who shall place any building, improvement, shrub, hedge or tree on an easement or right-of-way reserved herein shall be required, at the request of any other affected Owner, Declarants, or utility company to remove such structure, improvement or vegetation at such Owner's expense.

**SECTION 3. *Road Maintenance Agreements of Record.*** In addition to all provisions contained herein, each owner shall be subject to the provisions of any road maintenance agreements of record and/or as proscribed by the City of Whitefish.

## **ARTICLE IX INSURANCE**

Public liability and common area property damage insurance shall be maintained by Declarant until such time as an Association is formed. Thereafter, such insurance shall be purchased by the Association's Board of Directors, or acquired by assignment from Declarant, as promptly as possible following its election, and shall be maintained in force at all times, the premium thereon to be paid out of the Association's funds. The insurance shall be maintained with reputable companies authorized to do business in Montana. The policy shall name the Declarant, and/or the Association, its directors, officers, employees and agents in the scope of their employment, as insureds. This policy shall insure against, but may not be limited to, injury or damage occurring within any common area of the development.

## **ARTICLE X AMENDMENTS**

This Declaration may be amended from time to time by recording an instrument in writing signed by the Owners of at least two-thirds of the Lots then in existence. Amendments to be effective must be recorded in the office of the Clerk and Recorder of Flathead County, Montana.

## **ARTICLE XI ENFORCEMENT**

**SECTION 1. *Who May Enforce Covenants:*** Declarant, any subsequent homeowners Association, the Committee or any Owner shall have the right to enforce by any proceeding at law or in equity any or all of the Covenants, Conditions, Restrictions and Reservations as they may from time to time be amended, contained in this Declaration. The failure of Declarant, the Association, the Committee or any Owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter. Declarant shall not have the duty to take any



Approved: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

City of Whitefish by its \_\_\_\_\_

STATE OF MONTANA        )  
                                      : ss.  
COUNTY OF FLATHEAD    )

On this \_\_\_\_\_, in the year 2014, before me, \_\_\_\_\_, Notary Public for the State of Montana, personally appeared \_\_\_\_\_

\_\_\_\_\_ for and on behalf of the City of Whitefish, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein above first written.

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_, Montana  
My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)



# GREAT NORTHERN HEIGHTS, PHASES 3 & 3A STORMWATER DRAINAGE SYSTEM MAINTENANCE PLAN

## INTRODUCTION:

This manual has been prepared for use by Great Northern Heights Homeowners Association (HOA) who is responsible for maintaining those portions of the Great Northern Heights, Phases 3 & 3A stormwater drainage system located outside of the public right-of-way. This manual presents general information on drainage system design and operation, and it presents maintenance requirements and scheduling to ensure continued effective and efficient system performance. Maintenance personnel should be familiar with the information provided in this manual to help ensure long system life, trouble-free operation, and a safe and presentable drainage system for the subdivision residents, guests and public who visit the Great Northern Heights development.

It is important that both the HOA, maintenance personnel and the subdivision residents understand that each has a responsibility in seeing that the drainage system is properly maintained. If any abandons their responsibilities, the investment can easily become a considerable and costly liability. Residents have the responsibility to make sure their properties are kept clean and free of debris that can be washed, blown or somehow conveyed to the stormwater detention ponds and adjacent wetland area. Maintenance personnel are responsible to make sure that functional parts of the drainage system are properly maintained and working as intended, and the HOA has the responsibility to provide the maintenance personnel with adequate equipment, manpower and support necessary to properly maintain the stormwater drainage system.

## SYSTEM DESCRIPTION:

All new roads in Phases 3 & 3A have curbs and gutters and roads that are crowned along the centerline to direct runoff water to the respective gutters. Runoff water along Great Northern Drive, from its' intersections with Brimstone Drive and Granite Drive, flows to Catch Basin Nos. 3-1 & 3-2 located at a low point along the road near Lot T-13 in Phase 3A. Water is then be conveyed to the South Stormwater Detention Pond. Water that accumulates in the pond is then be discharged to the Wetland Area at a controlled rate. The pond is designed to detain runoff flows, allow most solids to settle out and provide a discharge flow rate less than or equal to the pre-development runoff flow rate from a 10-year storm event.

Runoff from Brimstone Drive, with the exception of the easterly side of Brimstone south of its intersection with Great Northern Drive, flows in a northerly direction to a Catch Basins Nos. 3-3 & 3-4 located near Lot 12. Water is then conveyed to the North Stormwater Detention Pond located just north of Lot 13 in Phase 3. Like the South Pond, the North Pond is designed to detain runoff flows, allow most solids to settle out and provide a discharge flow rate less than or equal to the pre-development runoff flow rate from a 10-year storm event.

Runoff from the southerly portion of Lots T-9 to T-20 in Phase 3A flows to and then along a new vegetated drainage swale constructed along the south property line. The drainage swale discharges at an existing excavated depression just east of Lot T-9. Runoff water from northerly portion of Lots T-9 to T-20 flows to Great Northern Drive and then flows along the south-side gutter to a Catch Basin #3-2 located near Lot T13. Runoff water from the southerly portions of Lots 20 and 21 in Phase 3 flows to Great Northern Drive and then along the north-side gutter to Catch Basin #3-1. As described above, water from CB Nos. 3-1 and 3-2 is be conveyed to the South Detention Pond.

Runoff from Lots 21, T-22 & T-23 in Phase 3A and from Lots 1 – 12 in Phase 3 flows to Brimstone Drive and then flows along the west-side gutter to Catch Basin No. 3-3 located near the southeast corner of Lot 12. Water is then conveyed to the North Detention Pond. Runoff water from easterly half of the Brimstone Drive right-of-way along Lots 13 – 20 in Phase 3 flows to east-side gutter and then along the gutter to Catch Basin #3-4. Water then flows to the North Detention Pond.

Runoff water from the southerly portions of Lot 20 and 21 and from all of Lot 19 in Phase 3, flows overland to the South Detention Pond. Water from Lots 13 - 18 flows overland, in a dispersed manner, first to the Wetland Buffer Area and then to the Wetland Area.

There are two (2) 24" HDPE culverts where Great Northern Drive crosses the wetland area at the south end of the subdivision in Phase 3A and where Brimstone Drive crosses the wetland area at the north end in Phase 3.

Catch Basins. Catch Basin Nos. 3-1 to 3-4 are located in the public right-of-way and are, therefore, the responsibility of the City of Whitefish to maintain. Each has a sump that extends 18" below the outlet pipe that is intended to trap settleable solids. It is important the City periodically pumps the catch basin sumps, a minimum of once each year is recommended, to help keep settleable solids from being flushed into the detention ponds. The HOA should check the catch basin sumps and notify the City when pumping is necessary.

Stormwater Detention Ponds. Each of the rock lined stormwater detention ponds has a forebay area at the inlet end that is about 18" deeper than the remainder of the respective ponds. These forebay areas are designed to trap sand, silt and other settleable solids to preclude carry-over and possible discharge to the wetland area. Because of this, it is important to periodically remove the accumulated material from the forebay areas to maintain proper pond operation.

There is an 18" diameter PVC drain basin, at the outlet end of each detention pond that is designed to allow the respective ponds to drain in between storm events and to control the rate of flow from the ponds so the discharge rate does not exceed the calculated pre-development runoff flow rate from a 10-year storm event. The drain basins in each pond are identical, with 8" inlet piping and 6" outlet and overflow piping.

Each detention pond has an emergency overflow that discharges to a grass-lined drainage swale through which overflow water is conveyed to the Wetland Area.

**MAINTENANCE RESPONSIBILITIES:**

It is important that the HOA, residents and maintenance personnel clearly understand how the drainage system was designed and constructed to operate so as to better understand how proper maintenance, or the lack thereof, affects system performance. If maintenance, maintenance of the catch basins by the City or maintenance of the detention ponds by the HOA is neglected, sand, silt and clay particles can be flushed through the detention ponds and into the receiving wetland area. In addition, the buildup of sediment in the detention ponds can plug the outlet piping causing the pond(s) to not drain between storm events or to cause water to flow through the emergency overflow without adequate treatment.

Therefore, it is important that maintenance personnel understand how the drainage system components are interrelated and how the lack of proper maintenance may adversely affect the effectiveness of the drainage system in treating runoff water and in controlling the quantity of water, and/or the rate at which water is, discharged from site. The maintenance activities presented in the table below, and the frequency of performing the individual activities, are essential to the performance and longevity of the drainage system and particularly the infiltration system. Effective long-term operation of the infiltration system requires a dedicated and routine maintenance inspection schedule.

ACTIVITY	FREQUENCY
<b>CITY OF WHITEFISH RESPONSIBILITIES</b>	
Sweep streets and gutters each spring after the snow melts off pavement.	One (1) Time/Year
Pump and clean catch basin sumps	One (1) Time/Year
<b>GREAT NORTHERN HEIGHTS HOA RESPONSIBILITIES</b>	
Inspect forebay in each detention pond	One (1) Time/Year
Pump or clean sand, silt, rocks and debris from forebays if more than 2 inches of accumulation is observed	As Required
Clean any material buildup from drain basins, around basin inlet piping and basin outlet piping.	At Least One (1) Time/Year
Inspect and clean, if necessary, the drain basin grates	At Least One (1) Time/Year
Inspect and clean, if necessary, the emergency overflows	At Least One (1) Time/Year
Inspect and clean the discharge drainage swale and discharge locations at the wetlands area.	At Least One (1) Time/Year

Accurate and legible reports or records are essential to the successful, long-term operation of the drainage system. Maintenance and administrative personnel can use these records as a guide in adjusting system maintenance activities or frequencies; they can be used as a guide in determining when major system components should be added or replaced; and they are of great importance in establishing a reliable record of performance and in justifying decisions, expenditures and recommendations. System records are the only sound basis upon which to plan for corrective measures or justify budgetary changes.

Maintenance records and reports for the Great Northern Heights stormwater drainage system shall be completed on a routine basis and the information shall be retained with all other important operation, maintenance and performance records for the Great Northern Heights HOA.

Return to: Necile Lorang, City Clerk  
City of Whitefish  
PO Box 158  
Whitefish, MT 59937-0158

**RESOLUTION NO. 14-\_\_\_\_\_**

**A Resolution extending the corporate limits of the City of Whitefish, Montana, to annex within the boundaries of the City a certain tract of land known as 1726 West Lakeshore Drive, for which the owner has petitioned for and consented to annexation.**

WHEREAS, Richard W. Bennet, III, as Trustee of the Richard W. Bennet, III, Revocable Trust Agreement dated October 26, 2001, has filed a Petition for Annexation with the City Clerk requesting annexation and waiving any right of protest to annexation as the sole owner of real property representing 50% or more of the total area to be annexed, described and shown more fully on Exhibit A, attached hereto and made a part hereof. Therefore, the City Council will consider this petition for annexation pursuant to the statutory Annexation by Petition method set forth in Title 7, Chapter 2, Part 46, Montana Code Annotated; and

WHEREAS, services to the annexed area will be provided according to the City of Whitefish Extension of Services Plan, adopted by the City Council by Resolution No. 09-04 on March 2, 2009, as required by and in conformity with §§7-2-4610 and 7-2-4732, MCA, available at the office of the City Clerk; and

WHEREAS, it is the considered and reasoned judgment of the City Council of the City of Whitefish that the City is able to provide and has been providing municipal services to the area proposed for annexation. Further, it is hereby determined by the Whitefish City Council to be in the best interest of the City of Whitefish, and the inhabitants thereof, as well as the current and future inhabitants of the area to be annexed described herein, that the area be annexed into the City of Whitefish and it is hereby declared to be the intent of the City of Whitefish that the corporate boundaries of the City of Whitefish be extended to include the boundaries of the area described in the Petition for Annexation within the limits of the City of Whitefish.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Whitefish, Montana, as follows:

Section 1: The corporate boundaries of the City of Whitefish are hereby extended to annex the boundaries of the area herein described in the Petition for Annexation, according to the map or plat thereof, on file and of record in the Office of

the Clerk and Recorder of Flathead County, Montana, and legally described as:

Lot 19 of Block 2 of Lake Park Addition to Whitefish, Montana, according to the map or plat thereof on file and of record in the Office of the Clerk and Recorder of Flathead County, Montana.

and

That portion of Lyford Street located in the Lake Park Addition to Whitefish, Montana, according to the map or plat thereof on file and of record in the Office of the Clerk and Recorder of Flathead County, Montana.

Known as Tract 1 Certificate of Survey No. 16472.

Section 2: The minutes of the City Council of the City of Whitefish, Montana, incorporate this Resolution.

Section 3: The City Clerk is hereby instructed to certify a copy of this Resolution so entered upon the May 5, 2014 Minutes of the City Council. Further that this document shall be filed with the office of the Clerk and Recorder of Flathead County. Pursuant to §7-2-4607, MCA, this annexation shall be deemed complete effective from and after the date of the filing of said document with the Flathead County Clerk and Recorder.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
John M. Muhlfeld, Mayor

ATTEST:

\_\_\_\_\_  
Necile Lorang, City Clerk

Return to: Necie Lorang, City Clerk  
City of Whitefish  
PO Box 158  
Whitefish, MT 59937-0158

PETITION  
BEFORE THE CITY COUNCIL  
OF THE  
CITY OF WHITEFISH

PETITION FOR ANNEXATION TO CITY

Dated this 21<sup>st</sup> day of April, 2014.

The undersigned Property Owner hereby petitions the City Council of the City of Whitefish, pursuant to Section 7-2-4501(3)(a), MCA, requesting annexation of the following real property into the City of Whitefish and to remove the following real property from the Rural Fire District.

This petition is pursuant to the Contract Agreement for Annexation and City Water and/or Sanitary Sewer Service dated the 21<sup>st</sup> day of April, 2014.

Petitioner agrees that this annexation petition is irrevocable, and that the City may act on this petition, and actually accomplish the annexation of such real property, at any time in the future, without limitation. Petitioner has had an opportunity to review the City of Whitefish Plan for Extension of Services applicable to such real property, and Petitioner is satisfied with such Plan.

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED:

Lake Park Add, S26, T31N, R 22W., Block 002,  
Lot 019, 16472 Lake Park Add Lot 19, BIK 2 Lake  
Park Add Pt ABD RD

PROPERTY ADDRESS:

1726 West Lakeshore Drive, Whitefish, 59931

ZONED AS:

County R-3

Richard W. Bennett III

RICHARD W. BENNETT III (Printed Name)

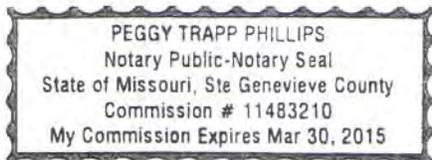
STATE OF Missouri )

County of St. Louis ) :ss

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Richard W. Bennett III and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL)



Peggy Trapp Phillips  
Notary Public for the State of Missouri  
Print or Type Name of Notary: PEGGY TRAPP PHILLIPS  
Residing at 315 St. Marys Rd / Ste. Genevieve, MO 63670  
My Commission expires: March 30, 2015

Return to: Necile Lorang, City Clerk  
City of Whitefish  
PO Box 158  
Whitefish, MT 59937-0158

**CONTRACT AGREEMENT FOR ANNEXATION AND  
CITY WATER AND/OR SANITARY SEWER SERVICE**

THIS AGREEMENT is entered into as of 21st day of April, 2014,  
by and between the City of Whitefish, a municipal corporation ("CITY") as grantor of City  
water and/or sanitary sewer services, and Richard Bennet III Revocable Trust Agmt  
("OWNER"), as grantee recipient(s) of City water and/or sanitary sewer services, whose  
mailing address is 765 Cella Rd, St Louis MO 63124 with respect to the following facts:

10/26/01

- A. CITY owns and operates a municipal water and sanitary sewer system.
- B. OWNER is the sole owner of the real property that is legally described below, or as fully disclosed and shown on Exhibit "A" attached and made a part of this Agreement ("OWNER'S REAL PROPERTY"):

LEGAL DESCRIPTION

Lake Park Add, S26, T31 N, R 22 W, Block 002, Lot 019,  
16472 Lake Park Add Lot 19, Blk 2 Lake Park  
Add Pt ABD RD

- C. OWNER'S REAL PROPERTY is located outside of the current corporate limits of the CITY.
- D. OWNER desires to obtain municipal water/sewer service from the CITY to serve OWNER'S REAL PROPERTY.
- E. The parties desire to enter into an Agreement pursuant to MCA §§ 7-13-4312 and 7-13-4314, for the CITY to furnish municipal water and/or sanitary sewer service at rates adopted in accordance with Montana State Law in return for OWNER'S agreement that OWNER'S REAL PROPERTY may be annexed to the corporate limits of the CITY at any time.

In consideration of the performance of the terms and conditions of this Agreement on the part of each party, and pursuant to MCA §§ 7-13-4312 and 7-13-4314, it is hereby

agreed as follows:

(1) **Furnishing of Sewer Services:** The CITY hereby agrees to furnish municipal water and/or sanitary sewer service to OWNER'S REAL PROPERTY. Unless otherwise agreed in writing between the parties, OWNER shall be solely responsible for all costs involved in extending municipal water and/or sanitary sewer service to OWNER'S REAL PROPERTY and connecting OWNER'S REAL PROPERTY to the municipal water and/or sewer system. Nothing in this Agreement shall obligate CITY to pay the costs of right-of-way acquisition, engineering, construction and other related costs involved in extending or connecting municipal water and/or sewer service to OWNER'S REAL PROPERTY.

(2) **Municipal Water and/or Sanitary Sewer Connections:** Upon approval by the CITY Public Works Department of the design and construction of all the municipal water and/or sanitary sewer lines and other facilities necessary to serve OWNER'S REAL PROPERTY, and acceptance of all of such water and/or sewer facilities by the CITY, OWNER will be given permission to connect no more than 1 connection to the CITY'S municipal water and/or sanitary sewer system. Any additional ~~water~~ and/or sewer connections shall require a new application for service and approval obtained from the CITY Public Works Department.

Upon approval by the CITY Public Works Department, OWNER will be given permission to extend ~~just 1~~ 1 ~~water~~ and sanitary sewer stubs from the municipal sanitary main to the property line of the property described herein. Any additional water and/or sanitary sewer stubs shall require a new application for CITY water and/or sanitary sewer service. Prior to connecting any residential or commercial building or any other structure to the water and/or sanitary sewer service stub-out(s), a request must be submitted to CITY for municipal water and/or sanitary sewer service describing the use of the building proposed to be connected. Any connections must comply with the Rules and Regulations for the City of Whitefish Water, Wastewater and Garbage Utility. The request is to be reviewed and approved by CITY prior to any connection of a residential or commercial building, or other structure. No residential or commercial building or any other structure shall be allowed to connect to the municipal water and/or sanitary sewer service extension unless approval has first been obtained from the CITY Public Works Department.

(3) **Transfer of Title:** Within thirty (30) days of the completion of the construction and CITY acceptance of the said water and/or sanitary sewer extension, OWNER hereby agrees to transfer, or cause to be transferred to CITY by appropriate documents any right, title and interest that OWNER may have in the municipal water and/or sanitary sewer lateral and main extensions to be built by OWNER to provide service to the herein described property.

OWNER agrees that the municipal water and/or sanitary sewer line extension to the property shall be constructed in a public right-of-way or on land either owned by OWNER or subject to an appropriate easement approved by CITY, granting OWNER, CITY, and their successors and assigns the right to construct, repair, and maintain the sanitary

sewer extension lines. If any portion of the lateral extension is constructed on land owned by OWNER at the time OWNER transfers their interest in the sanitary sewer extension line to the CITY, they shall also grant the CITY an appropriate easement for construction, repair, and maintenance of the municipal water and/or sanitary sewer extension lines. The CITY shall not be required to accept any previously constructed water or sewer lines unless they are properly located in the right-of-way or a valid easement.

(4) **Maintenance:** Upon completion and acceptance of construction and the approval of access to the municipal water and/or sanitary sewer lines constructed in easements, maintenance, and repair of the mains servicing OWNER'S REAL PROPERTY shall become and remain the responsibility of CITY. Maintenance and repair of the lateral service lines serving the OWNER'S REAL PROPERTY shall become and remain the responsibility of the OWNER.

(5) **Rates, Rules and Policies:** OWNER agrees to pay to the CITY such charges, rates, and fees, including but not limited to connection fees and impact fees, as are established by the CITY in accordance with Montana Law. In addition, OWNER agrees to comply with and be subject to all of the CITY'S rules, regulations and policies, as amended from time to time, with respect to the operation of the CITY'S municipal water and/or sanitary sewer system.

(6) **Consent to Annexation:** OWNER acknowledges and agrees that the CITY is willing to provide municipal water and/or sanitary sewer services only if OWNER provides all of the promises and representations contained in this Agreement. Pursuant to MCA § 7-13-4314, the CITY requires that any person, firm, or corporation outside of the incorporated CITY limits is required, as a condition to initiate such service(s), to consent to and petition for annexation of the tract served by the CITY, and in consideration for the CITY'S agreement to provide municipal water and/or sanitary sewer service, OWNER agrees to consent to annexation under the following conditions and in the following manner:

- a) OWNER hereby irrevocably consents to the annexation of OWNER'S REAL PROPERTY, and OWNER irrevocably waives any right of protest to any annexation proceedings initiated by the CITY. OWNER agrees that the CITY may initiate annexation of OWNER'S REAL PROPERTY, relying upon this consent and waiver of protest, at any time in the future, without limitation. OWNER acknowledges that, but for this waiver, OWNER would have a right to protest the annexation of OWNER'S REAL PROPERTY.
- b) OWNER hereby petitions to have OWNER'S REAL PROPERTY annexed to the CITY, pursuant to MCA § 7-2-4601, et seq. OWNER agrees that the CITY may act on this petition at any time in the future, without limitation. OWNER furthermore expressly waives the provisions of MCA § 7-2-4608, which provides, in effect, that no property used for agricultural, mining, smelting, refining, transportation, or any industrial or manufacturing purposes or for any purpose incident thereto shall be annexed pursuant to the provisions of MCA § 7-2-4601, et seq.

- c) OWNER hereby signs the petition requesting annexation attached to and made a part hereof under this Agreement for municipal water and/or sanitary sewer services at the time of signing this Agreement. Such Petition shall be filed with the City Clerk.
  - d) OWNER acknowledges and agrees that OWNER has had an opportunity to inspect the contents of the CITY'S Plan for Extension of Services, as adopted by the CITY, and which describes the manner in which CITY services may be extended to properties annexed by the CITY. OWNER acknowledges and agrees that OWNER is satisfied with the CITY'S Plan for Extension of Services, and that the CITY'S Plan for Extension of Services adequately provides for the extension of CITY services to OWNER'S REAL PROPERTY. OWNER hereby waives the right to object or otherwise challenge the CITY'S Plan for Extension of Services.
  - e) OWNER hereby irrevocably waives for all time the right to file an action in court to challenge, for any reason, the CITY'S annexation of OWNER'S REAL PROPERTY, whether such annexation occurs now or in the future.
  - f) OWNER acknowledges and agrees that all of OWNER'S REAL PROPERTY, as described above, will clearly and immediately, and not merely potentially, be serviced by the municipal water and/or sanitary sewer service to be provided by the CITY pursuant to this Agreement.
  - g) OWNER agrees that if ever OWNER, their heirs, assigns, successors, purchasers, administrators, personal representatives or subsequent holders of title to OWNER'S REAL PROPERTY, breach, challenge, disregard, or otherwise violate any of the terms of this Agreement, the CITY may, after providing twenty (20) days written notice, terminate water and/or sanitary sewer services to OWNER'S REAL PROPERTY, in addition to any other remedies that the CITY may have.
  - h) OWNER agrees that if OWNER, in violation of this Agreement, submits a protest to the annexation of OWNER'S REAL PROPERTY, the CITY may disregard such protest, in addition to any other remedies that the CITY may have.
  - i) The promises, covenants, representations, and waivers provided pursuant to this Agreement are voluntarily and knowingly given, with full knowledge of the OWNER'S legal rights. OWNER acknowledges and agrees that it is has had an opportunity to consult with legal counsel of its choice regarding the provisions of this Agreement.
- (7) **Recording: Binding Effect:** OWNER agrees that this entire Agreement shall be recorded in the office of the Clerk and Recorder of Flathead County, and OWNER agrees that this Agreement shall run to, with, and be binding upon OWNER'S REAL PROPERTY and OWNER'S title to such real property, and shall be binding upon the OWNER'S heirs, assigns, successors, administrators, personal representatives and any and

all subsequent holders or owners of OWNER'S REAL PROPERTY.

(8) **Future Deeds:** Subsequent to this Agreement all deeds to parcels of land within the property subject to this Agreement granted by OWNER shall contain the following consent to annexation and waiver:

The Owner hereby covenants and agrees that acceptance of this deed does constitute a waiver of the statutory right of protest against any annexation procedure initiated by the City of Whitefish with respect to the property described herein. Owner also agrees that acceptance of a deed constitutes an obligation on the part of Owner to initiate annexation procedures per the Petition to Annex on file at the City Clerk's Office.

This consent to annexation and waiver shall run with the land and shall forever be binding upon the Owner, transferees, successors and assigns.

OWNER agrees that this Agreement shall be binding even if OWNER fails to include the language set forth above in future deeds. After annexation of OWNER'S REAL PROPERTY, future deeds need not contain the language set forth above.

(9) **Term:** This Agreement shall be in perpetuity.

(10) **Entire Agreement:** This Agreement contains the entire agreement between the parties and any additional agreement hereafter made shall be ineffective to alter, change, modify or discharge it in whole or in part, unless such additional agreement is in writing and signed by the parties hereto.

(11) **Partial Invalidity:** Each term, covenant, condition or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.

(12) **Necessary Acts:** Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

CITY OF WHITEFISH

By: Charles C. Stearns  
Charles C. Stearns, City Manager

OWNER(S)

Richard W. Bernier III  
Richard W. Bernier III  
[Printed Name]

\_\_\_\_\_  
\_\_\_\_\_  
[Printed Name]

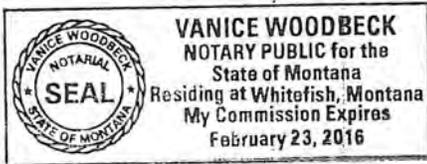
ATTEST:

Necile Lorang  
Necile Lorang, City Clerk

STATE OF MONTANA )  
 ) ss.  
County of Flathead )

On this 24 day of April, 2014, before me, the unders gned,  
a. Notary Public in and for the State of Montana, personally appeared  
CHARLES C. STEARNS and NECILE LORANG, known to me to be the C ty Manager and  
City Clerk of the City of Whitefish, whose names are subscribed to the foregoing instrument,  
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal  
the day and year last above written.

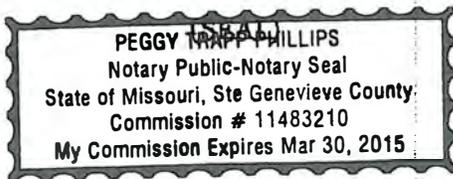


Vanice Woodbeck  
Notary Public for the State of Montana

Missouri  
STATE OF MONTANA )  
 ) ss.  
St. Louis  
County of Flathead )

On this 21<sup>st</sup> day of April, 2014, before me, the  
undersigned, a Notary Public in and for the state aforesaid, personally appeared  
Richard W. Bennet and \_\_\_\_\_, known to me to  
be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and  
acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal  
the day and year last above written.

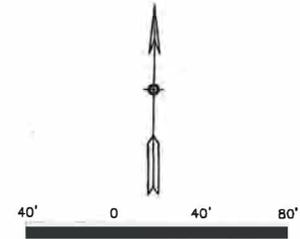
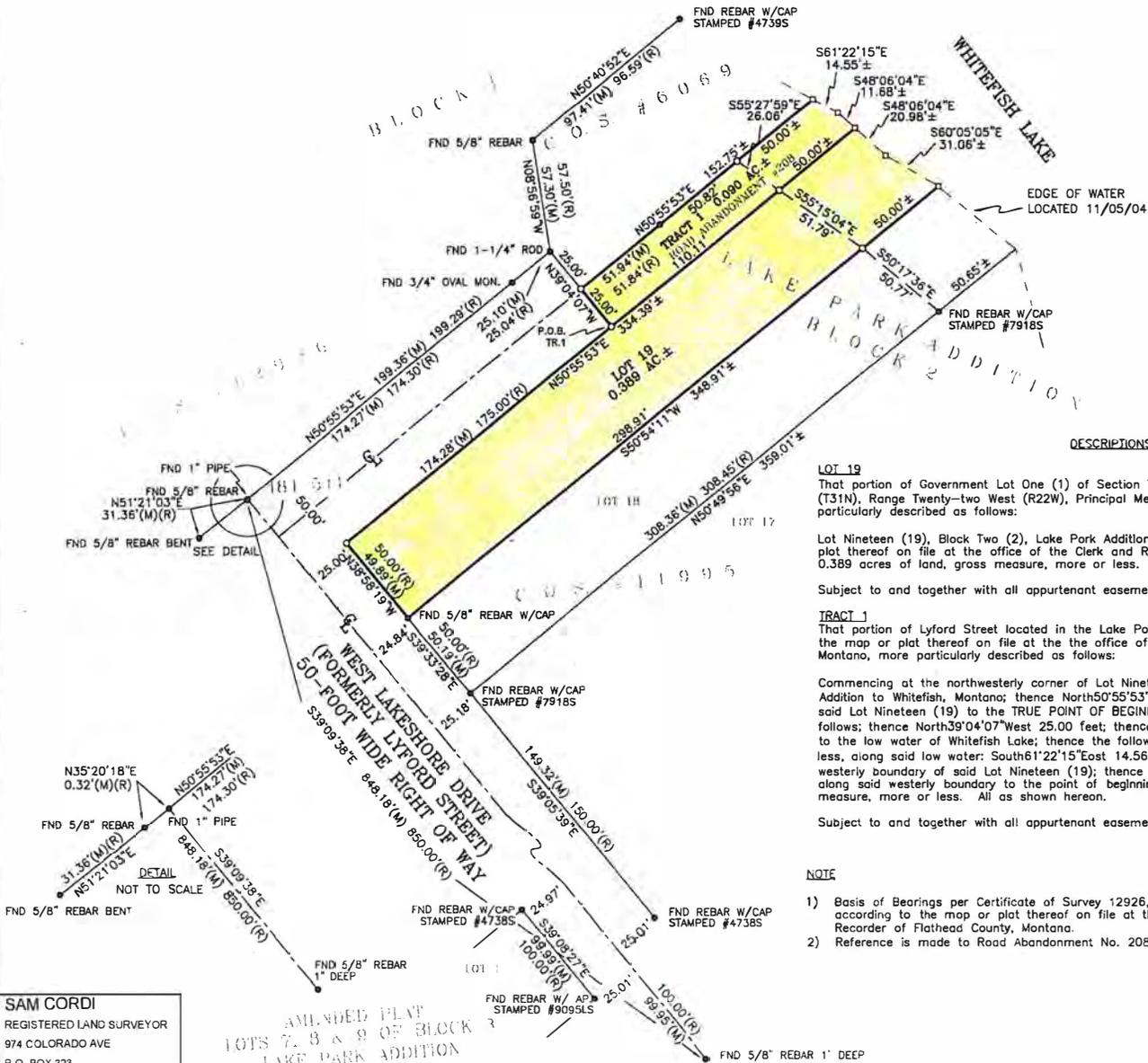


Peggy Trapp Phillips  
Notary Public for the State of Missouri  
PEGGY TRAPP PHILLIPS  
[print or type name of Notary]  
Residing at 375 St. Marys Rd./Ste Genevieve, Mo 63670  
My Commission expires: March 30, 2015

OWNER: HELEN B. EVANS,  
TRUSTEE OF THE HELEN B. EVANS REVOCABLE LIVING TRUST  
PURPOSE: RETRACEMENT SURVEY  
DATE: NOVEMBER 5, 2004

# CERTIFICATE OF SURVEY

GOV'T LOT 1, SEC. 26, T31N, R22W, P.M.,M.,  
FLATHEAD COUNTY, MONTANA



- LEGEND**
- FOUND REBAR W/ CAP STAMPED #47385 (UNLESS OTHERWISE NOTED)
  - SET 5/8" X 24" REBAR W/ PLASTIC CAP STAMPED #13102LS
  - COMPUTED POINT
  - P.O.B. POINT OF BEGINNING
  - (M) MEASURED DISTANCE
  - (R) RECORDED DISTANCE

**DESCRIPTIONS**

**LOT 19**  
That portion of Government Lot One (1) of Section Twenty-six (26), Township Thirty-one North (T31N), Range Twenty-two West (R22W), Principal Meridian, Montana, Flathead County, Montana, more particularly described as follows:

Lot Nineteen (19), Block Two (2), Lake Park Addition to Whitefish, Montana, according to the map or plot thereof on file at the office of the Clerk and Recorder of said Flathead County, containing 0.389 acres of land, gross measure, more or less. All as shown herein.

Subject to and together with all appurtenant easements of record.

**TRACT 1**  
That portion of Lyford Street located in the Lake Park Addition to Whitefish, Montana, according to the map or plot thereof on file at the office of the Clerk and Recorder of Flathead County, Montana, more particularly described as follows:

Commencing at the northwesterly corner of Lot Nineteen (19), Block Two (2) of said Lake Park Addition to Whitefish, Montana; thence North50°55'53"East 174.28 feet along the westerly boundary of said Lot Nineteen (19) to the TRUE POINT OF BEGINNING of the tract of land herein described as follows; thence North39°04'07"West 25.00 feet; thence North50°55'53"East 152.75 feet, more or less, to the low water of Whitefish Lake; thence the following two (2) courses and distances, more or less, along said low water: South61°22'15"East 14.56 feet, South48°06'04"East 11.68 feet to the westerly boundary of said Lot Nineteen (19); thence South50°55'53"West 160.11 feet, more or less, along said westerly boundary to the point of beginning and containing 0.090 acres of land, gross measure, more or less. All as shown herein.

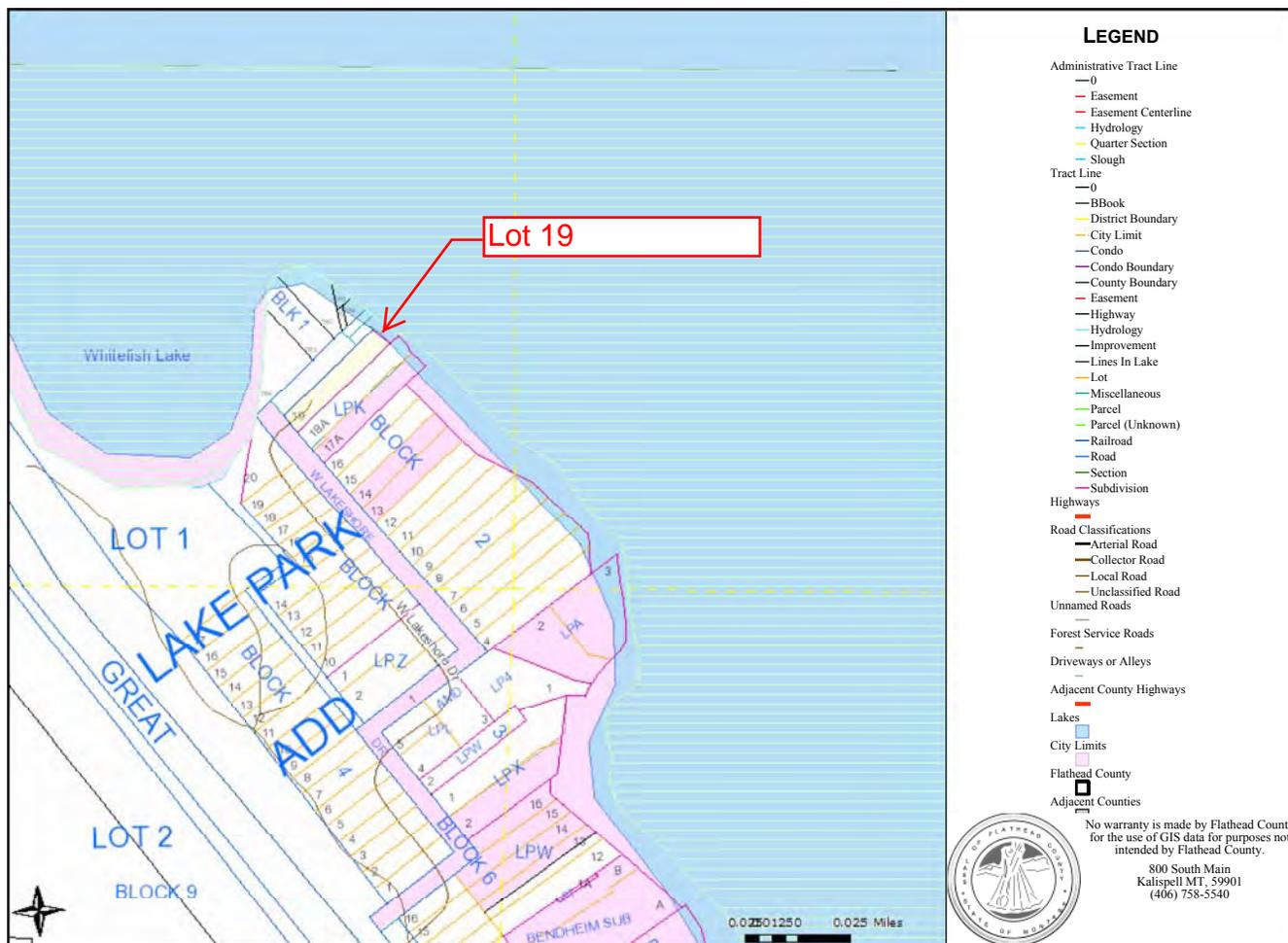
Subject to and together with all appurtenant easements of record.

- NOTE**
- 1) Basis of Bearings per Certificate of Survey 12926, according to the map or plot thereof on file at the Clerk and Recorder of Flathead County, Montana.
  - 2) Reference is made to Road Abandonment No. 208.

**SAM CORDI**  
REGISTERED LAND SURVEYOR  
974 COLORADO AVE  
P.O. BOX 323  
WHITEFISH, MT 59937  
PHONE (406)-862-9977

AMENDED PLAT  
LOTS 7, 8 & 9 OF BLOCK 3  
LAKE PARK ADDITION

**CERTIFICATE OF SURVEYOR**  
SIGNED AND REGISTERED FOR THE TITLE  
APPROVED: 11/4 2004  
EXAMINED AND FOUND TO BE CORRECT  
STATE OF MONTANA  
County of Flathead SS  
Filed on the 23 day of December  
A.D. 2004 at 2:05 o'clock P.M.  
Paula Robinson  
CLERK AND RECORDER  
BY: Monica Plascencia  
DEPUTY  
INSTRUMENT REC. NO. 200435814020  
CERTIFICATE OF SURVEY NO. 16472



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## RESOLUTION NO. 14-\_\_\_

### **A Resolution of the City Council of the City of Whitefish, Montana, establishing "No Parking" Zones along portions of West Sixth Street, West Fifth Street, Geddes Avenue, Jennings Avenue, West Third Street and Good Avenue, between Baker Avenue and West Second Street.**

WHEREAS, Section 6.2.4 of the Whitefish City Code provides that the City Council may, on motion, create "No Parking" zones within the City; and

WHEREAS, following the completion of the Sixth and Geddes Reconstruction Project and upon the recommendation of the Public Works Department, the City Council adopted Resolution No. 13-37 that designated "No Parking" zones along portions of West Sixth Street, O'Brien Avenue and Flint Street; and

WHEREAS, the Public Works Department is recommending that the City Council officially designate "No Parking" zones along all or portions of West Sixth Street, West Fifth Street, Geddes Avenue, Jennings Avenue, West Third Street and Good Avenue, between Baker Avenue and West Second Street, as follows:

- a. Both sides of West Sixth Street from the west edge of the Baker Avenue right-of-way to points 40 feet west;
- b. The north side of West Sixth Street, starting at a point 10 feet west of the projected west edge of the Lupfer Avenue right-of-way and ending at a point 95 feet to the east;
- c. Both sides of West Fifth Street (aka North Street) between Flint and Geddes Avenues;
- d. Both sides of Geddes Avenue between West Fifth Street (aka North Street) and West Fourth Street, excluding a 130 foot long section on the west side of Geddes Avenue located between two points 50 and 180 feet south of the south edge of the West Fourth Street right-of-way, as measured along the curb line;
- e. Both sides of Jennings Avenue between West Fourth Street and West Third Street, excluding a 65 foot long section along the east side of Jennings Avenue located between two points 40 and 105 feet north of the projected north edge of the West Fourth Street right-of-way;
- f. Both sides of West Third Street east of the projected west edge of Jennings Avenue; and
- g. Both sides of Good Avenue, excluding a 90 foot long section on the east side of the road between two points located 90 and 180 feet north of the south edge of the West Third Street right-of-way

; and

WHEREAS, on April 15, 2014, the City gave notice concerning the designation of "No Parking" zones along portions of West Sixth Street, West Fifth Street, Geddes Avenue, Jennings Avenue, West Third Street and Good Avenue, between Baker Avenue and West Second Street, by U.S. Mail addressed and mailed to all adjacent property owners; and

WHEREAS, on April 21, 2014, the City Council reviewed the April 15, 2014 staff report and recommendation regarding "No Parking" zones along the route of the Sixth and Geddes Street Reconstruction Project, and following discussion, the City Council directed staff to prepare a resolution establishing "No Parking" zones and a map depicting the areas subject to the Resolution, for its consideration at the May 5th City Council meeting; and

WHEREAS, on May 5, 2014, the City Council determined that it is in the best interests of the City and its inhabitants to establish "No Parking" zones along portions of West Sixth Street, West Fifth Street, Geddes Avenue, Jennings Avenue, West Third Street and Good Avenue, between Baker Avenue and West Second Street, as depicted on the attached map.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Whitefish, Montana, as follows:

Section 1: There is hereby established a "No Parking" zone on the above-referenced streets and avenues subject to this Resolution as depicted on Exhibit "A", attached hereto and incorporated herein by reference.

Section 2: It shall be unlawful for anyone to park in the "No Parking" designated zone. Violation of the "No Parking" zone described above shall, as with other parking violations, constitute a misdemeanor and shall be subject to such fines and other remedies as provided by City Ordinance.

Section 3: The Public Works Department is authorized and directed to install appropriate signage notifying the public of these restrictions.

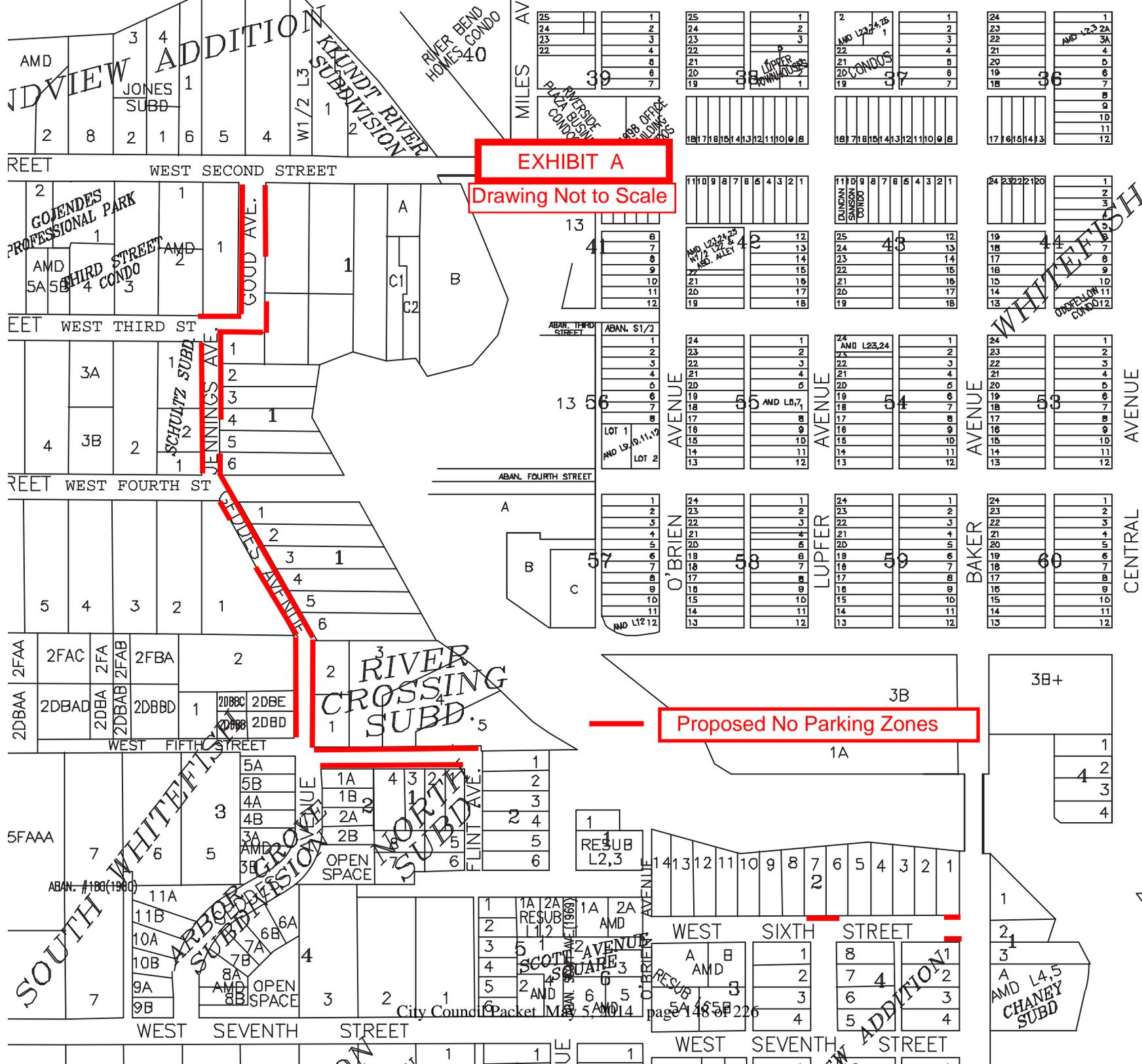
Section 4: This Resolution shall take effect immediately upon its adoption by the City Council, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
John M. Muhlfeld, Mayor

ATTEST:

\_\_\_\_\_  
Necile Lorang, City Clerk



**EXHIBIT A**  
 Drawing Not to Scale

Proposed No Parking Zones



April 28, 2014

Mayor Muhlfeld and City Councilors  
City of Whitefish  
Whitefish, Montana

Mayor Muhlfeld and Councilors

**Staff Recommendation Regarding No Parking Zones Along the Route  
of the 6<sup>th</sup> and Geddes Street Reconstruction Project**

Introduction/History

The Public Works Department presented a proposal at the April 21st City Council meeting to create No Parking zones along all or portions of West 6<sup>th</sup> Street, West 5<sup>th</sup> Street (aka North Street), Geddes Avenue, Jennings Avenue, West 3<sup>rd</sup> Street and Good Avenue, between Baker Avenue and West 2<sup>nd</sup> Street, as was contemplated during design of the 6<sup>th</sup> and Geddes Street Reconstruction Project.

After considering the staff report and public comment, the City Council directed Public Works to prepare a resolution for consideration at the May 5th Council meeting, including provisions for No Parking zones and limited areas with parking allowed on one side of the street.

A copy of the staff memo from the April 21st Council meeting is attached. The April 21<sup>st</sup> meeting minutes are included in the May 5<sup>th</sup> meeting packet.

Current Report

Staff recommends the following areas be designated as No Parking zones. A map is included with the attached resolution.

- Both sides of West 6th Street from the west edge of the Baker Avenue right of way to points 40 feet west,
- The north side of West 6<sup>th</sup> Street, starting at a point 10 feet west of the projected west edge of the Lupfer Avenue right of way and ending at a point 95 feet to the east,
- Both sides of West 5<sup>th</sup> Street (aka North Street) between Flint and Geddes Avenues,

- Both sides of Geddes Avenue between West 5<sup>th</sup> Street (aka North Street) and West 4<sup>th</sup> Street, excluding a 130 foot long section on the west side of Geddes Avenue located between two points 50 and 180 feet south of the south edge of the West 4<sup>th</sup> Street right of way as measured along the curb line,
- Both sides of Jennings Avenue between West 4<sup>th</sup> Street and West 3<sup>rd</sup> Street, excluding a 65 foot long section along the east side of Jennings Avenue located between two points 40 and 105 feet north of the projected north edge of the West 4<sup>th</sup> Street right of way,
- Both sides of West 3<sup>rd</sup> Street east of the projected west edge of Jennings Avenue, and
- Both sides of Good Avenue, excluding a 90 foot long section on the east side of the road between two points located 90 and 180 feet north of the south edge of the West 3<sup>rd</sup> Street right of way.

The recommended No Parking zones will ensure safe passage for emergency vehicles and enable more efficient snow removal. Those areas with parking on one side of the street will allow reasonable passage of vehicles while providing a moderate level of traffic calming.

#### Financial Requirement

The cost to install the necessary No Parking signs will be less than \$1000. The work will be performed by the Public Works Department and all costs will be paid out of the Street Fund.

#### Recommendation

We respectfully recommend the City Council adopt the attached resolution providing for No Parking zones along all or portions of West 6<sup>th</sup> Street, West 5<sup>th</sup> Street (aka North Street), Geddes Avenue, Jennings Avenue, West 3<sup>rd</sup> Street and Good Avenue, between Baker Avenue and West 2<sup>nd</sup> Street, as described above.

Sincerely,



John C. Wilson  
Public Works Director



April 15, 2014

Mayor Muhlfeld and City Councilors  
City of Whitefish  
Whitefish, Montana

Mayor Muhlfeld and Councilors

**Staff Recommendation Regarding No Parking Zones Along the Route  
of the 6<sup>th</sup> and Geddes Street Reconstruction Project**

Introduction/History

The Public Works Department is proposing No Parking zones along all or portions of West 6<sup>th</sup> Street, West 5<sup>th</sup> Street (aka North Street), Geddes Avenue, Jennings Avenue, West 3<sup>rd</sup> Street and Good Avenue, between Baker Avenue and West 2<sup>nd</sup> Street, as was intended when these streets were designed and as was discussed with the neighborhood and City Council prior to construction of the recent 6<sup>th</sup> and Geddes Street Project.

A drawing illustrating the proposed No Parking zones and one small loading zone is attached, along with a notice of this proposal which was mailed to property owners and residents along the route and a November 2013 memo on a related subject.

We recommend the City Council direct staff to prepare a resolution to be considered at the May 5<sup>th</sup> City Council meeting.

Current Report

As you will recall, the City reconstructed the roadway and utilities along this route between Baker Avenue and West 2<sup>nd</sup> Street during the summers of 2012 and 2013. During the design process, at various neighborhood and City Council meetings, we discussed the lack of right of way and the need for No Parking zones all along the route, except where the width of right of way enabled parking along 6<sup>th</sup> Street in the vicinity of Lupfer Avenue.

The need was understood, No Parking signs were included on the construction plans, and the contractor installed many signs in the course of construction. Unfortunately, the Public Works Department overlooked the requirement for specific action by the City Council in order to establish enforceable limits. Several No Parking signs were removed between West 5<sup>th</sup> Street and West 2<sup>nd</sup> Street over the winter because those restrictions were not enforceable.

Staff recommends the following areas be designated as No Parking zones at this time:

- Both sides of West 6<sup>th</sup> Street from the west edge of the Baker Avenue right of way to points 40 feet west,
- The north side of West 6<sup>th</sup> Street, starting at a point 10 feet west of the projected west edge of the Lupfer Avenue right of way and ending at a point 95 feet to the east,
- Both sides of West 5<sup>th</sup> Street (aka North Street) between Flint and Geddes Avenues,
- Both sides of Geddes Avenue between West 5<sup>th</sup> Street (aka North Street) and West 4<sup>th</sup> Street,
- Both sides of Jennings Avenue between West 4<sup>th</sup> Street and West 3<sup>rd</sup> Street,
- Both sides of West 3<sup>rd</sup> Street east of the projected west edge of Jennings Avenue, and
- Both sides of Good Avenue, excluding a section on the east side of the road between 2 points located 100 and 180 feet north of the south edge of the West 3<sup>rd</sup> Street right of way.

Staff further recommends designating a 30 Minute Loading Zone on the east side of Good Avenue between 2 points located 100 and 180 feet north of the south edge of the West 3<sup>rd</sup> Street right of way.

The recommended No Parking zones will help ensure safe passage for traffic and emergency vehicles and will enable snow removal in a more efficient and effective manner. The recommended Loading Zone is intended to support loading and unloading needs for Power Sports West, a retail and repair shop which has operated at this location for many years.

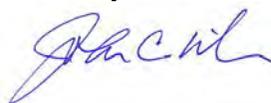
#### Financial Requirement

The cost to install the necessary No Parking signs will be well under \$1000. The work will be performed by the Public Works Department. Many poles are already in place and the signs removed over the winter months are stored at the City Shops. Any remaining costs will be paid out of the Street Fund.

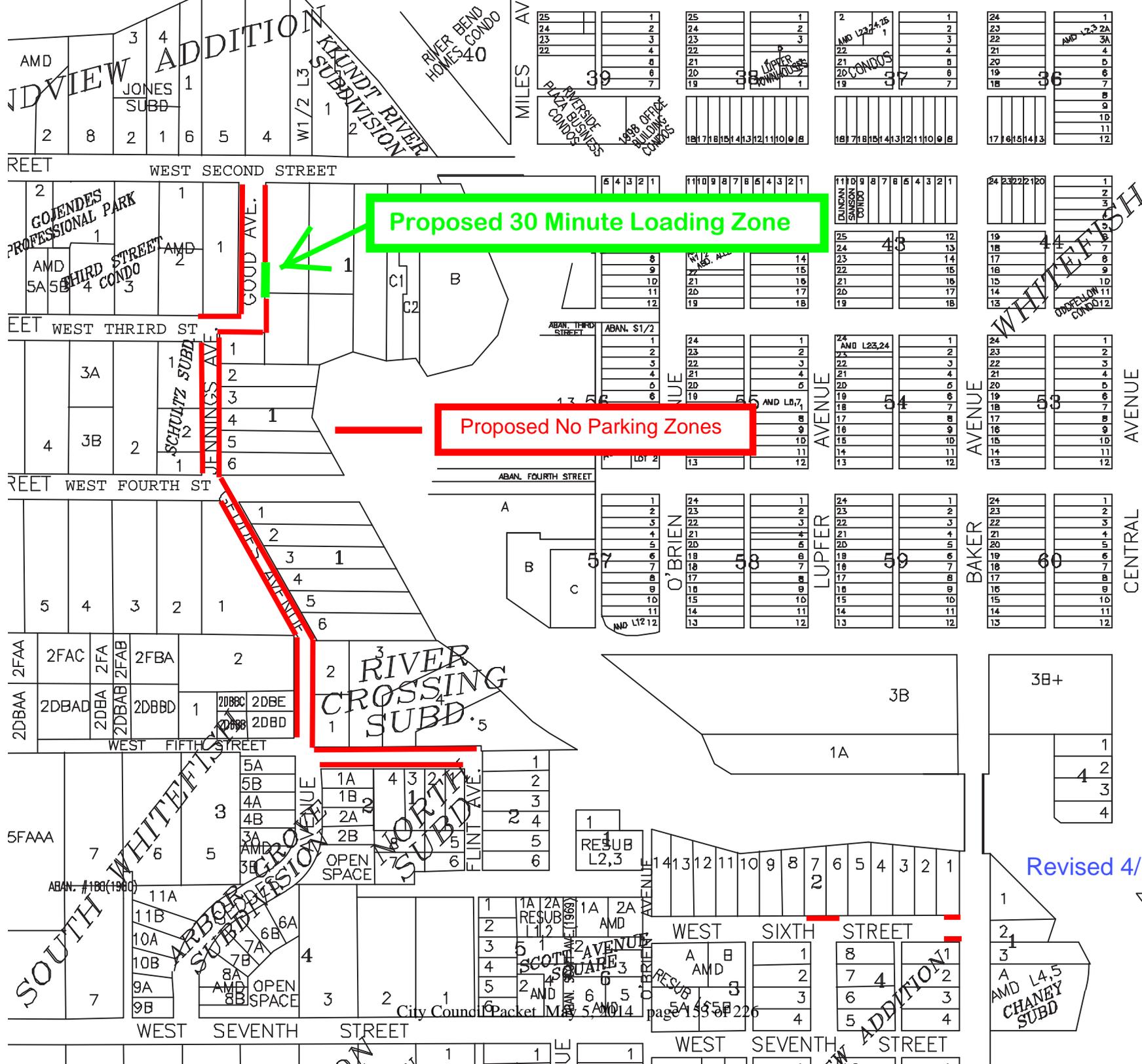
#### Recommendation

We respectfully recommend the City Council direct staff to prepare a resolution for their consideration at the May 5<sup>th</sup> City Council meeting. That resolution would establish enforceable No Parking zones and a 30 minute Loading Zone along all or portions of West 6<sup>th</sup> Street, West 5<sup>th</sup> Street (aka North Street), Geddes Avenue, Jennings Avenue, West 3<sup>rd</sup> Street and Good Avenue, between Baker Avenue and West 2<sup>nd</sup> Street, as described above.

Sincerely,



John C. Wilson  
Public Works Director



Proposed 30 Minute Loading Zone

Proposed No Parking Zones

Revised 4/15/14

April 15, 2014

Dear Resident:

This letter is to let you know a proposal to create No Parking zones along all or portions of West 6<sup>th</sup> Street, West 5<sup>th</sup> Street (aka North Street), Geddes Avenue, Jennings Avenue, West 3<sup>rd</sup> Street and Good Avenue, between Baker Avenue and West 2<sup>nd</sup> Street, will be considered at the next City Council meeting on April 21<sup>st</sup>.

A drawing illustrating the proposed No Parking zones and one small loading zone is attached. The meeting will begin at 7:10 p.m. at City Hall and the public is invited to attend.

As you will recall, the City reconstructed the roadway and utilities along this route between Baker Avenue and West 2<sup>nd</sup> Street during the summers of 2012 and 2013. During the design process, at various neighborhood and City Council meetings, we discussed the lack of right of way and the need for No Parking zones all along the route, except where the width of right of way enabled parking along 6<sup>th</sup> Street in the vicinity of Lupfer Avenue.

The need was understood, No Parking signs were included on the construction plans, and the contractor installed many signs in the course of construction. Unfortunately, the Public Works Department overlooked the requirement for specific action by the City Council in order to establish enforceable limits. You may have noticed several No Parking signs were removed between West 5<sup>th</sup> Street and West 2<sup>nd</sup> Street over the winter because those restrictions were not enforceable.

The City Council will consider a proposal on Monday, April 21<sup>st</sup>, to officially establish these No Parking zones as planned. Anyone who wishes to comment on the proposal is invited to speak at the start of the meeting. Those who prefer may provide written comments to the Public Works Department before 5:00 p.m. on the day of the meeting. Written comments may be hand delivered to City Hall, mailed to P.O. Box 158 in Whitefish, or emailed to [publicworks@cityofwhitefish.org](mailto:publicworks@cityofwhitefish.org). Copies of all correspondence will be provided to the City Council.

Please feel free to contact me if you have any questions by stopping into City Hall, emailing me at [jwilson@cityofwhitefish.org](mailto:jwilson@cityofwhitefish.org), or by calling me at 863.2455.

Thank You

John C. Wilson  
Public Works Director



November 6, 2013

Mayor Muhlfeld and City Councilors  
City of Whitefish  
Whitefish, Montana

Mayor Muhlfeld and Councilors

**Recommendation to Designate No Parking Zones  
Along the Route of the 6<sup>th</sup> and Geddes Street Reconstruction Project**

Introduction/History

Following the recent completion of the 6<sup>th</sup> and Geddes Street Reconstruction Project, the Public Works Department is recommending the City Council officially designate No Parking zones along certain portions of 6<sup>th</sup> Street, O'Brien Avenue and Flint Street, as shown on the attached drawing.

Current Report

The route connecting Baker Avenue with West 2<sup>nd</sup> Street (running along West 6<sup>th</sup> Street, O'Brien Avenue, Flint Avenue, North Street (a.k.a. West 5<sup>th</sup> Street), Geddes Avenue, Jennings Avenue, West 3<sup>rd</sup> Street and Good Avenue) was recently reconstructed. The public right of way is narrow all along this route and the new roadway includes curb and gutter where none existed before. As a result, the roadway is too narrow to reasonably accommodate on-street parking. Although other road segments along this route may benefit from parking restrictions in the future, the greatest need at this time is in the area with steeper grades and tight curves described below and shown on the attached drawing.

Staff recommends the following areas be designated as No Parking zones at this time:

- The north side of West Sixth Street from a point 150 west of Lupfer Avenue to Flint Avenue,
- The south side of West Sixth Street from Lupfer Avenue to Flint Avenue,
- Both sides of O'Brien Avenue between 265 West Sixth Street and 310 West Sixth Street, a distance of approximately 160 feet and

- Both sides of Flint Avenue, as well as the road radii at the intersection of Flint and North Street.

The recommended No Parking zones will help ensure the safe passage for traffic and emergency vehicles and will enable snow removal in a more efficient and effective manner.

Financial Requirement

The cost to install the necessary No Parking signs in the recommended zones is approximately \$500. The work would be performed by the Public Works crews and the cost would be paid out of the Street Fund.

Recommendation

We respectfully recommend the City Council adopt the attached resolution to establish enforceable No Parking zones on portions of West 6<sup>th</sup> Street, O'Brien Avenue and Flint Avenue, as described.

Sincerely,



John C. Wilson  
Public Works Director

**8. COMMUNICATIONS FROM PUBLIC WORKS DIRECTOR**

- 8a. Resolution No. 13-37; A Resolution establishing "No Parking" Zones on portions of West Sixth Street, O'Brien Avenue and Flint Street (6<sup>th</sup> and Geddes reconstruction project) (p. 251)**

Director Wilson said he would like to hear the Council's concerns or recommendations for modifications on the no parking zones.

Councilor Mitchell said the major concern he heard from the neighbors is their loss of parking. Director Wilson said Bonnie Hannigan made a comment on Railway Street, which is also a narrow street. Councilor Mitchell said from O'Brien east on W. 6<sup>th</sup> they should allow parking on both sides and on Flint they could take out one side. That would address the neighbors' issues. Councilor Sweeney said he agrees that the streets are narrow. He said on Railway he knows the streets are narrow and yet there is parking on both sides. He asked and Director Wilson said W. 6<sup>th</sup> is 21 feet and Railway is 28 feet according to Bonnie Hannigan's measurements. Councilor Sweeney said if they allowed parking on one side then they would have the same driving width they have on Railway Street. Councilor Hildner said Chief Kennelley talked about access for fire apparatus. Chief Kennelley said they can't make the narrow turn with the fire equipment so any parking in the turn area prevents the emergency vehicle from turning. Snow adds to the concern. He said they wouldn't have an issue if there was parking on the south side as long as it was back from the intersection at the bottom of the hill. Director Wilson said if the Council wants to change things he has some suggestions. He said the resolution is written with 3 restrictions. If they change the 2<sup>nd</sup> one regarding the south side it could read, "Staff recommends no parking on the south side of West 6<sup>th</sup> Street within 50 feet of the intersection at O'Brien and Flint and 185 feet from the intersection at Lupfer Avenue." Councilor Mitchell asked and Director Wilson said 185 feet would be required on Lupfer Avenue because of the steep hill, especially during winter conditions. Councilor Sweeney said he has a hard time visualizing the need for 185 feet. Director Wilson said allowing parking on one side on the narrow hill would be dangerous.

Cheryl Sausen, 310 W. 6<sup>th</sup> Street, said there is a steep hill down W. 6<sup>th</sup> from Lupfer, but no one parks there. She said the changes would make sense.

Julia Olivares, 333 W. 6<sup>th</sup> Street, said plowing has been a problem on their road. She is concerned about parking because the plow leaves a big berm as they come off Flint Street. She said they are going to have more problems with just snow this year because of the narrowed street. She said the plow needs to get all of the snow out so it doesn't narrow the road more.

Director Wilson said he could minimize the impact to the neighborhood and allow more parking except near the intersections, and he drew a map to show the Councilors. He said the snowplow crews will need to take more care here since the road is narrow. Manager Stearns said they can pass the resolution modified to the map that was presented by Director Wilson tonight.

**Councilor Mitchell offered a motion, seconded by Councilor Hyatt, to approve Resolution No. 13-37; A Resolution establishing "No Parking" Zones on portions of West Sixth Street, O'Brien Avenue and Flint Street (6<sup>th</sup> and Geddes reconstruction project) with the resolution modified to the map that was presented by Director Wilson tonight so there is no parking on the**

**south side of West 6<sup>th</sup> Street within 50 feet of the intersection at O'Brien and Flint and 185 feet from the intersection at Lupfer Avenue."**

**The motion passed unanimously.**

**8b. Consideration of Amendment #3 to engineering consulting and design contract with Anderson-Montgomery Consulting Engineers for the Wastewater System Improvements Project (p. 260)**

Director Wilson said the City entered in to a consultant contract with Anderson-Montgomery Consulting Engineers in October 2012 for the Wastewater System Improvements Project. This long term contract will involve several amendments over the coming years as staff works through optimization of existing facilities, application and negotiation for a new wastewater discharge permit, long range planning and ultimately design and construction of major wastewater treatment plant upgrades to comply with new nutrient removal standards.

They need to address an influent issue and recommend an amendment to that consultant contract in the amount of \$62,499 for survey, engineering design and construction phase services, as necessary to extend the sewer force main serving the JP Road lift station.

The sewer force main in question is the discharge line for the JP Road sewer pump station, which serves all properties within the City limits south of the Pizza Hut. The JP Road force main discharges directly into Cell No. 1 near the southwest corner of the wastewater lagoon system, while all other sewage enters the plant by means of the River Interceptor and flows through the screening facility at the northwest corner of the plant.

The City has experienced significant maintenance problems in our current operations due to rags, hair and debris entering the lagoons from the JP Road force main. This project will redirect flow from the JP Road sewer force main to the headworks and screening facility, where they can capture rags and debris before they enter the lagoons and also set the stage for continuing improvements. Staff proposes to design the force main extension over the winter months, advertise for bids in June and construct the project in the summer of 2014.

The proposed amendment will increase the amount of the consultant contract for the Wastewater System Improvements Project by \$62,499, for a total contract amount of \$428,210. Funds for this amendment are included in the adopted FY14 Wastewater Budget.

Councilor Hildner asked and Director Wilson said rags come through and clog up the system and there are several businesses that could cause it including the senior living area, the hospital and every business south of Pizza Hut. They will talk to the businesses out there to see if they can help with this issue, too.

**Councilor Kahle offered a motion, seconded by Councilor Anderson, to approve Amendment #3 to the engineering consulting and design contract with Anderson-Montgomery Consulting Engineers for the Wastewater System Improvements Project in the amount of \$62,499.**

Councilor Mitchell asked if it would be cheaper to do a screening facility down by the sewer ponds. Director Wilson said it wouldn't be much cheaper because the screens are significant mechanical

4/21/2014

Mayor Muhlfeld and Councilers

Regarding no parking on West 5<sup>th</sup>, Geddes, Jennings and Good.

I attended every meeting regarding the planning of the Streets in this neighborhood. From the first meetings we were told that there would be no parking on these streets. Because of limited right of way the design width of the streets did not allow for on street parking.

Geddes Ave was so narrow that the my wife and I negotiated an easement for some of the utilities so a sidewalk and boulevard could be built. We were told again that there would be no parking on these streets.

When the project was completed and on one of the final inspections I noted to Karen Hilding that one of the no parking signs on Jennings Ave had already been removed (stolen). Vehicles were already parking on the street there by allowing only one lane of traffic.

During the past winter vehicles were parking on West 5<sup>th</sup>, Geddes, Jennings and Good. Because of the vehicles parking on the streets some parts of these streets were not plowed all winter which resulted in only one lane of traffic! Last week the City street sweeper came by and sections of West 5<sup>th</sup> and Geddes were not swept because of vehicles parked on the street.

I was informed there was a "technicality" when the plans were approved by the City that has not allowed enforcement of the no parking zones.

I had talked to one of the Council members about this issue in the past.

I would strongly encourage the City Council to fix this problem by approving the no parking zones on West 5<sup>th</sup>, Geddes, Jenning and Good as shown on map prepared by John Wilson.

I would also suggest if at all possible having no parking on both sides of West Sixth Street from Lupfer West to (the bottom of the hill) at O'Brien Ave. This is a steep hill with a corner at the bottom. During the winter the street becomes very narrow. The original plans called for no parking on this hill but in the fall of 2013 the signs were changed to allow parking on the hill but not the corner. During this past winter there were times that a person had to wait at the top or bottom of the hill for safe passage. There were times this past winter that vehicles were parked on the corner making it almost not passable.

Thanks for your consideration

Mark and Chris VanNyhuis

415 Geddes Ave

Whitefish, MT

## Chuck Stearns

---

**From:** John Wilson <jwilson@cityofwhitefish.org>  
**Sent:** Monday, April 21, 2014 3:03 PM  
**To:** Andy Feury; Chuck Stearns; 'Frank Sweeney'; janderson@cityofwhitefish.org; Jen Frandsen; John Muhlfeld; Necile Lorang; Pam Barberis; 'Richard Hildner'  
**Subject:** FW: no parking on West 6th Good, Jennings,Geddes & w 5th

Below is the only comment we have received thus far in response to our public notice about tonight's discussion of No Parking zones along the 6<sup>th</sup> and Geddes project route.

John Wilson  
Whitefish Public Works Director  
P.O. Box 158  
418 East Second Street  
Whitefish, MT 59937  
Phone 406.863.2455

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**From:** Jerry Luderman [mailto:vsrealty@bresnan.net]  
**Sent:** Thursday, April 17, 2014 9:49 AM  
**To:** jwilson@cityofwhitefish.org  
**Subject:** no parking on West 6th Good, Jennings,Geddes & w 5th

Good morning Mr. Wilson,

I live on east end of west 4<sup>th</sup> St and I encourage you to adopt a no parking resolution on the above referenced streets. I tow a 29ft camper trailer from time to time in the summer and my son-in-law who lives across the street from me tows a 5<sup>th</sup> wheel camper with a 18 ft boat behind it and

If vehicles are parked on either side of these streets, it is very difficult to get around them and once in a while if there are cars parked on both sides of the road at the same time it is impossible to drive thru .

Parking on these streets has been very inconvenient this past winter but unless parking is prohibited, the inconvenience will become more exaggerated as summer arrives and towed campers and boats become more frequent.

Thank you for your kind consideration

Jerry Luderman  
132 West 4<sup>th</sup> Street



April 28, 2014

Mayor Muhlfeld and City Councilors  
City of Whitefish  
Whitefish, Montana

Mayor Muhlfeld and Councilors

**Staff Recommendation to Move Somers Avenue Up on the  
Street Reconstruction Priority List**

Introduction/History

At their last meeting on April 16th, the Resort Tax Monitoring Committee (RTMC) voted to recommend Somers Avenue be designated as the project to follow the West 7th Street on the Street Reconstruction Priority List. The scope of work would include roadway reconstruction, water main replacement and drainage improvements from East 2nd to East 8th Street, with new curb, gutters, sidewalks and street lights.

This memo is to recommend the City Council approve that amendment to the Street Reconstruction Priority List. A copy of the current Street Reconstruction Priority List is attached, along with a map of the proposed Somers Project area.

Current Report

The next four priority projects following West 7<sup>th</sup> Street are Edgewood Place, Karrow Avenue, State Park Road and Somers Avenue, in that order.

The greatest need on East Edgewood Place is for storm drainage and sidewalk improvements. Karrow Avenue is in reasonable condition, although a new bicycle and pedestrian path would provide a useful connection in the City trail system. State Park Road has substantial needs for drainage improvements to serve the surrounding area. A proposed bicycle/pedestrian trail would also provide a useful connection between Highway 93 and the State Park. Somers Avenue has the greatest infrastructure needs of the four, with deteriorated asphalt, an 80+ year old cast iron water main subject to leaks and ineffective storm drainage.

Our recent Capital Improvement Plans have included a concept to reconstruct Somers Avenue from East 2<sup>nd</sup> to East 8<sup>th</sup> street as a phased project, over a 7 to 8 year period, using a combination of Street, Water, and Stormwater funds. We tried this approach because the need is so great and Somers Avenue is currently 7 to 8 years out on the priority list. We budgeted for design and Phase I construction in FY 2014, but soon discovered the grades to be such that extensive sections of new curb and gutter would be required.

This was conceived as a bare bones project, without new curb and gutter; and for that matter without new sidewalks or street light improvements. Additional Street funds are not available for a Somers Avenue project while continuing to meet needs in other areas. A full street reconstruction is needed, but that requires a higher level of funding that is available only to Resort Tax projects. So the choices for Somers Avenue are to move it up on the Resort Tax priority list and plan a project for sometime around 2017/2018 or work with the current priority list and wait for a project sometime around 2021/2022.

Council direction on this matter will facilitate Public Works' planning for interim maintenance on Somers Avenue.

#### Financial Requirement

The proposed action does not involve an immediate financial requirement. Although a detailed estimate is not available, we expect the cost of engineering and construction for a Somers Avenue project would be around \$1,500,000 to \$1,750,000 in today's dollars.

#### Recommendation

We respectfully recommend the City Council amend the Street Reconstruction Priority List to rank Somers Avenue as the #2 project, immediately following the West 7<sup>th</sup> Street project.

Sincerely,

A handwritten signature in blue ink, appearing to read "John C. Wilson".

John C. Wilson  
Public Works Director

**Whitefish Street Reconstruction Priorities**  
**Street Reconstruction Priorities**

Project	Location	
1	West 7th Street	Fairway Drive to Baker Avenue
2	Edgewood Place	West of Wisconsin
3	Karrow Avenue	West 2nd Street to West 7th Street
4	State Park Road	South of the Railroad Tracks
5	Somers Avenue	South of East 2nd Street
6	Denver Street	Wisconsin Avenue to Texas Avenue
7	East 5th Street	Baker Avenue to Pine Avenue
8	East 4th Street	Pine Avenue to Willow Brook
9	Fir Avenue	East 2nd Street to East 4th Street
10	Armory Road	East 2nd Street to Armory Park
11	Texas Avenue	
12	Glenwood Road	
13	Iowa Avenue	
14	East 6th Street	Central Avenue to Pine Avenue
15	Dakota Avenue	Marina Crest Lane to Glenwood Road
16	10th Street	Baker Avenue to O'Brien Avenue
17	Park Avenue	South of East 7th Street
18	O'Brien Avenue	East 2nd Street to the Whitefish River
19	Oregon Avenue and Woodland Place	East of Washington Avenue
20	Park Avenue	East 2nd Street to East 7th Street
21	Idaho Avenue	
22	Waverly Place	Idaho Avenue to Dakota Avenue
23	Minnesota Avenue	Edgewood Place to Skyles Place
24	Parkway Drive	
25	East 3rd Street	Fir Avenue to Shareview Alley
26	Waverly Place	Dakota to Iowa Avenue
27	Montana Avenue	Edgewood Place to Skyles Place
28	East 3rd Street	Kalispell Avenue to Columbia Avenue
29	Riverside Drive	
30	Birch Hill Drive	
31	East 10th Street	Columbia Avenue to Park Avenue
32	Barkley Lane	
33	Kalispell Avenue	East 4th Street to Riverside Drive
34	West 10th Street	Baker Avenue to Spokane Avenue
35	Cedar Street	
36	East 8th Street	Spokane Avenue to Park Avenue
37	Waverly Place	Colorado Avenue to Texas Avenue
38	Ramsey Avenue	
39	Lakeside Boulevard	Washington Avenue to Skyles Place
40	Skyles Place	Montana Avenue to Dakota Avenue
41	Hazel Place, Minnesota Avenue north of Hazel, and Pine Place	
42	Birch Point Drive	
43	Lupfer Avenue	West 6th Street to West 8th Street
44	Scott Avenue	West 7th Street to West 8th Street
45	Dakota Avenue	Edgewood Place to Skyles Place
46	Woodland Place	Iowa Avenue to Dakota Avenue
47	Parkhill Drive and West 3rd Street	Highway 93 to Good Avenue
48	West 4th Street	Karrow Avenue to Jennings Avenue
49	Central Avenue	South of East 3rd Street



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# MANAGER REPORT

April 30, 2014



## **COREY SWISHER RESIGNATION**

As the Mayor and City Council know, Corey Swisher resigned as Assistant City Manager/Finance Director abruptly on Friday, April 25<sup>th</sup>. I did not see Corey that morning and when I went into his office to see if he was ready to work on the budget, I found a handwritten note saying that he was resigning for continuing health concerns. Corey and I had talked many times about budget and project deadlines and I think the pending deadlines created too much stress and anxiety for him. I will talk with the Mayor before beginning any process to hire a replacement. For now, I will try to get a budget completed, but it may not be as descriptive and have as many graphics as prior budgets have had.

## **THIRD QUARTER FINANCIAL REPORT**

One deadline that Corey kept missing was to complete a third quarter financial report. My doing such a report will be impossible given the workload, but I wanted to give you some idea about our finances at the third quarter. It is difficult because I noticed, in looking at the end of March financial statements which Corey printed out and left on Friday, he had not done all of the month end transfers for March. Thus, after accounting for some transfers, our General Fund cash balance would still have been 24% higher than one year ago, at \$882,430 compared to \$709,995 a year ago.

Building Fund cash balance this year on March 31<sup>st</sup> was \$175,037 compared to \$20,518 last year. At March 31<sup>st</sup>, the Building Code Fund revenue had already exceeded the entire year budget by 23% or \$67,386. April, May and June typically account for 32% of building permit revenue, so total revenue in this fund will greatly exceed the budget by the end of June and we will be able to repay a significant amount of the outstanding loan that the Building Fund owes to the General Fund.

The Water Fund operating cash balance was \$473,465 higher than last year at \$1,496,288 compared to \$1,022,823 last year. The Wastewater Fund operating balance was at \$336,013 compared to last year's figure of \$427,009 which is a \$90,906 decrease.

## **NEW POLICE OFFICER – CHRIS BORDIN**

The Police Department hired a new officer, Chris Bordin, who began work on April 28<sup>th</sup>. Officer Bordin was hired as the replacement officer for Officer Tim Schuch who was promoted to become the new School Resource Officer on the Police Department. The Police Department still has one vacancy, but we have given that officer a conditional offer of employment and he will begin in

late June. That officer is a replacement officer for Officer Jason Acheson who resigned last November.

## **LIBRARY AWARD**

The Whitefish Community Library received an Excellent Library Service Award from the Montana State Library Commission. A copy of that award is in the packet with this report.

## **MEETINGS**

Flathead Regional Wastewater Management Group (4/17) – John Anderson and I attended this meeting. This group was begun with a grant that Flathead County received several years ago to look at the possibility of a regional wastewater plant and/or other ways to cooperate among wastewater discharge plants. It also began to focus on non-point sources of pollutions including septic systems and the land application of septage. Currently, the group is continuing to meet and may try to organize a meeting of the three cities and Flathead County to review the septic report that the group received from Carver Engineering. That meeting may get scheduled for the fifth Monday in September, September 29<sup>th</sup>. More on that meeting will be forthcoming.

WAVE Board meeting (4/23) – I attended the bi-monthly meeting of the WAVE Board of Directors as I am a member of the Board. We toured the expansion construction site and received an update on the construction project. The construction project is scheduled to be complete by the end of May. Most of the rest of the meeting involved the normal Board review of finances and operations and other regular committee reports.

Cemetery Committee (4/24) – I attended the Cemetery Committee meeting. We are currently doing additional groundwater testing at the proposed site south of the Wastewater Treatment Plant. The committee also reviewed some new 5 and 10 acre sites that have gone on the market recently and we will do get some follow-up information on one 5 acre site.

## **UPCOMING SPECIAL EVENTS**

## **REMINDERS**

Respectfully submitted,



Chuck Stearns, City Manager

P.02  
406 862 1407  
WHITEFISH LIBRARY  
APR-23-2014 10:15 AM

Montana State Library Commission's

***Excellent Library  
Service Award  
for 2014***

This is to certify that

**Whitefish Community Library**

is hereby honored with the **ELSA**  
in recognition of providing  
**excellent library service to the community**



*Jennie Stapp*

Jennie Stapp  
State Librarian  
Montana State Library

*Richard Quillin*

Richard Quillin  
Commission Chairperson  
Montana State Library

**ELSA**



MONTANA  
State  
Library

# MEMORANDUM

#2014-015



To: Mayor John Muhlfield  
City Councilors

From: Chuck Stearns, City Manager

Re: Staff Report – Construction contract award for Depot Park Restrooms at the O’Shaughnessy Center

Date: April 23, 2014

## Introduction/History

Karl Cozad, former Parks and Recreation Director, came to the City Council on March 17<sup>th</sup>, 2014 for authorization to go out to bid for the Depot Park Restrooms as an addition to the O’Shaughnessy Center. The City Council approved going out to bid for the restrooms which had an engineer’s estimate of \$191,838. Karl’s staff report, architectural drawings, and the engineer’s cost estimate are attached in the packet.

## Current Report

We opened bids on April 16<sup>th</sup> and the following were the bid results:

Meredith Construction -	\$191,500.00
Swank Enterprises -	\$213,500.00
Camas Creek Contracting -	\$218,757.00

All three bidders said they could meet the August 8, 2014 completion date.

## Financial Requirement

Karl’s original budget request one year ago was \$100,000 so that is what was budgeted in the Tax Increment Fund. However, the rest of Depot Park Master Plan Phase 2 project had an additional budget of \$547,000 in the TIF, so this contract award will cut into the remainder of the Depot Park Phase 2 improvements. The primary remaining improvement in Phase 2 is the construction of a gazebo in the southeast corner of Depot Park.

Recommendation

City staff respectfully recommends that the City Council award the construction contract for the Depot Park Restrooms at the O'Shaughnessy Center to Meredith Construction in the amount of \$191,500.00 and direct us to return the bid security at the appropriate time.

**Whitefish Depot Park Rest Rooms**  
**BID TABULATION**  
 April 16, 2014

Contractor	License #	Base Bid Price	Bid Security Attached	Acknowledge Addendum #1	Acknowledge Addendum #2	Completion Date - August 8, 2014 or as noted below
Swank Enterprises	2146-A	\$ 213,500	Yes	Yes	Yes	8-Aug-14
Meredith Construction Company	6589	\$ 191,500	Yes	Yes	Yes	8-Aug-14
Camas Creek Contracting, LLC	151961	\$ 218,757	Yes	Yes	Yes	8-Aug-14

March 17, 2014

Mayor Muhlfeld and Whitefish City Council  
City of Whitefish  
Whitefish, Montana

Mayor Muhlfeld and City Councilors,

## **Recommendation to solicit bids for downtown restroom project**

### **Introduction/History**

For many years the downtown core area of Whitefish has been without a designated public restroom. Visitors have typically utilized the restroom facilities at the Library, or on occasion, the restrooms at the Train Depot, neither of these facilities is designed, nor maintained, for the ever increasing demand as generated by the increased popularity of downtown Whitefish. Over the years special events and weekly events during the course of the summer and fall seasons continue to grow in size and scope and create even greater attendance in Depot Park and surrounding venues. In 2012 the city adopted the Depot Park Master Plan for the development and enhancement of Depot Park. Within the Depot Park Master Plan, it was proposed to consider the opportunity to add a public restroom to the exterior of the O'Shaughnessy Performing Arts Center (see Depot Park Master Plan). This option appears to be a viable solution to meeting the needs of providing a designated public restroom in the downtown area of Whitefish. It should also be noted that the development of a downtown restroom facility has been on the city council "goals list" for the past few years.

### **Current Report**

Over the course of the past year, staff has been working with Millette Architecture, P.C., and Morrison and Maierle Engineering, along with representatives of the O'Shaughnessy Performing Arts Center, in developing plans for the construction of a restroom addition to the O'Shaughnessy Performing Arts Center. (see elevation drawings) It is feeling that with this addition we will meet the goals of both the city council and the Depot Park Master Plan in meeting the identified needs of providing a downtown public restroom facility. The downtown restroom facility would be open to the public 12 months of year and would have lockable doors with designated hours of operation very similar to our current operations at Baker Park, City Beach, and Grouse Mountain Park, with only difference being that these facilities are only open seasonally.

### **Financial Requirement**

The estimate of construction as provided by the Architect and Engineering firms is \$191,838. (see attached breakdown). Proposed funding for this project would be the utilization TIF funds as part of the Depot Park Development Plan as identified in the Depot Park Master Plan.

**Recommendation**

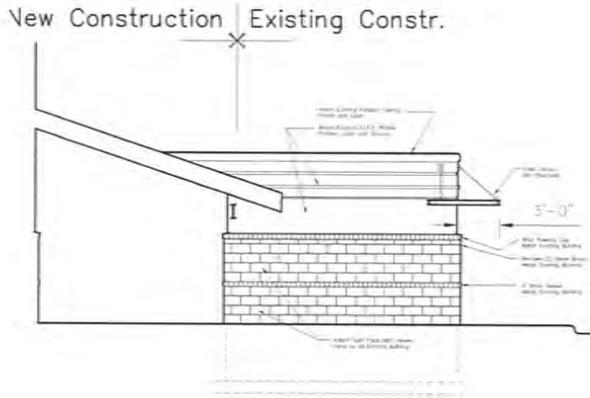
It is the staff recommendation that the Whitefish City Council authorize the public notice and solicitation for bids for the construction of the downtown restroom project, with the first notice being given on Sunday, March 23, 2014, and bid opening scheduled for Monday, April 14, 2014.

Sincerely,

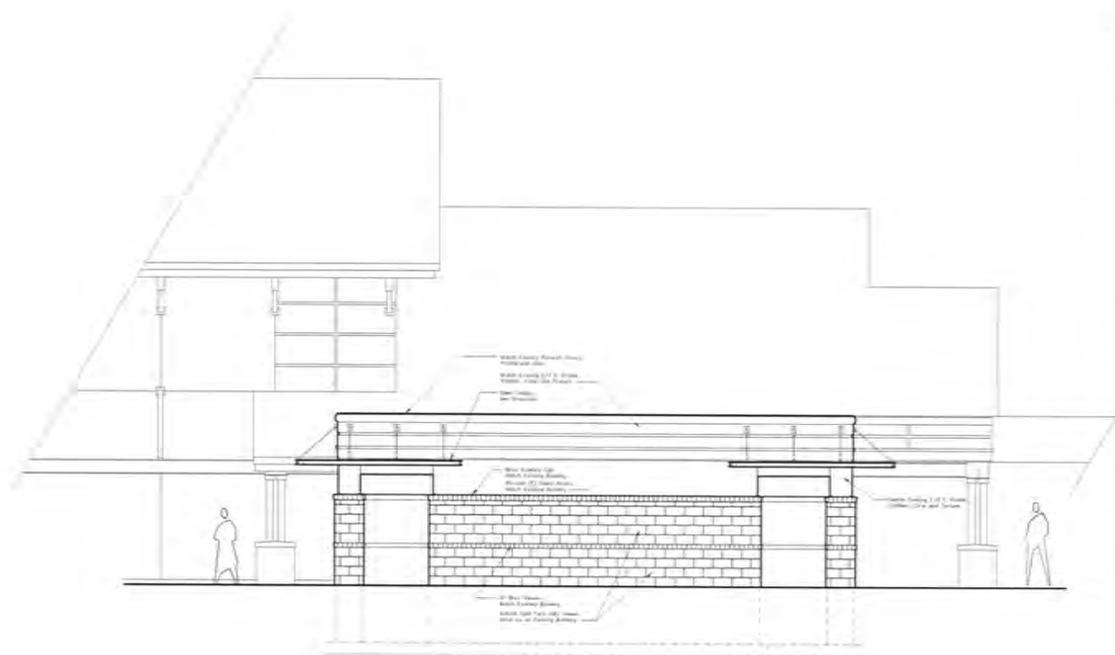


Karl Cozad  
Director  
Parks, Recreation, and Community Services

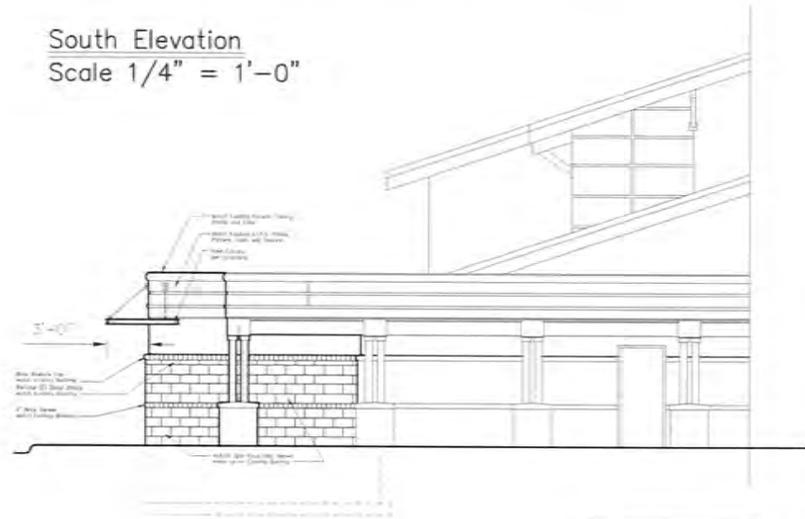




West Elevation  
Scale 1/4" = 1'-0"



South Elevation  
Scale 1/4" = 1'-0"



East Elevation  
Scale 1/4" = 1'-0"

PRELIMINARY  
NOT FOR CONSTRUCTION

• The architect and staff do not warrant the accuracy of the information provided in this drawing and shall not be held responsible for any errors or omissions.  
 • This drawing is for informational purposes only and shall not be used for any other purpose.  
 • The architect and staff do not warrant the accuracy of the information provided in this drawing and shall not be held responsible for any errors or omissions.

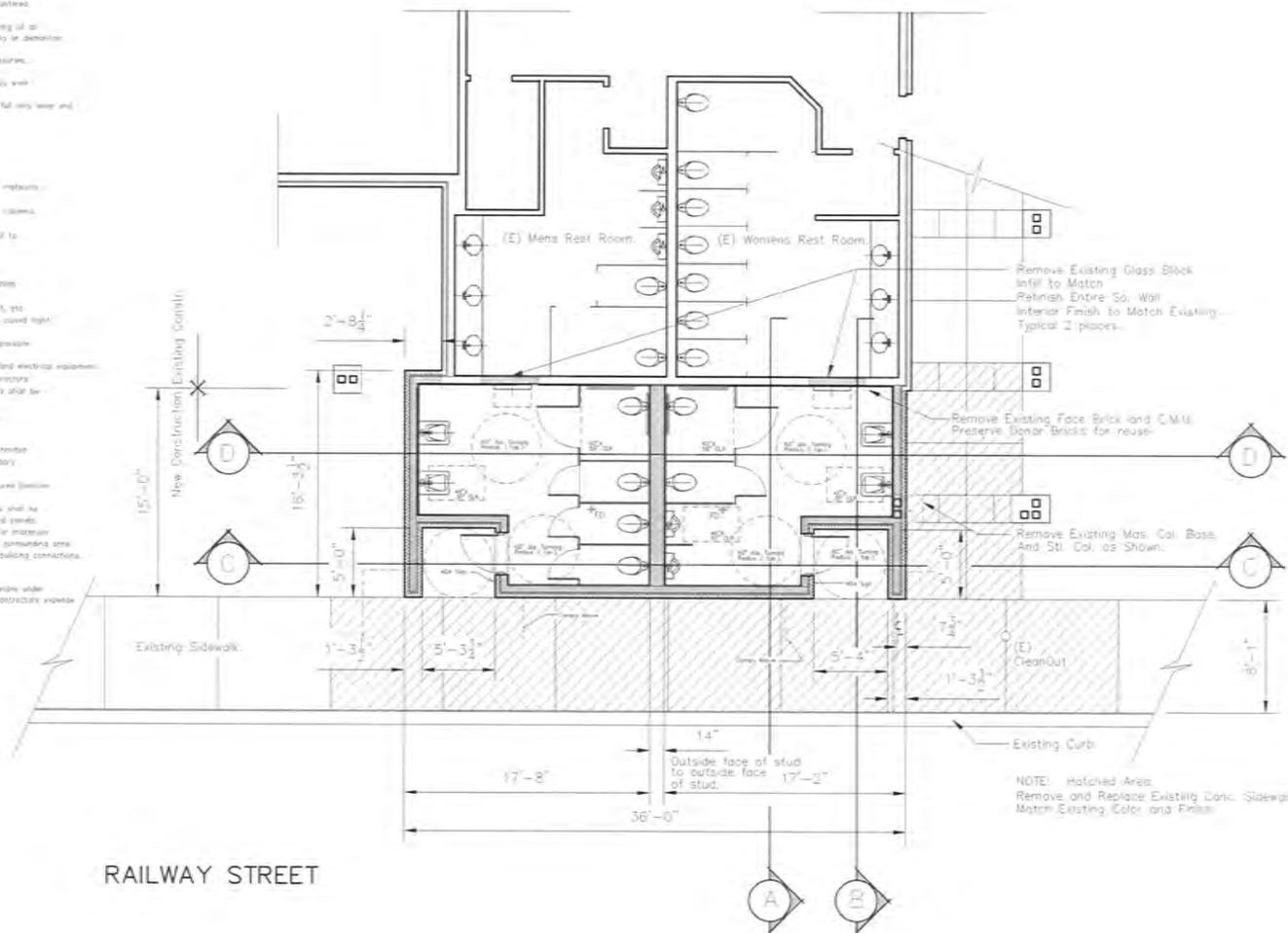
Millette Architecture, P.C.  
 100 So. 10th St.  
 310 Downtown Lake Mary, FL 32747  
 (407) 406-1000  
 (407) 406-1001

Whitefish Depot Park Restrooms  
 February 6, 2014  
 Whitefish, Montana

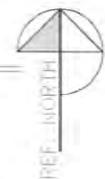
Sheet No.  
 A-3

**General Notes**

- General Contractor shall verify dimensions and conditions for Existing Building.
- The term "Contractor" refers to General Contractor unless otherwise noted.
- All work responsibility for on-site coordination is with the General Contractor.
- All Site Working Dimensions to be verified and verified in the field by the Contractor and be responsible to same.
- General Contractor is responsible for getting all necessary permits and obtaining all work done by himself or any other trade or Contractor.
- General Contractor shall be responsible for the complete reason and releasing of all work to match existing conditions as a result of necessary cutting, patching or demolition. By all trades while performing the work.
- General Contractor to provide all required footing and coverage for accessories, wall work, floor, grid bars, mechanical and electrical items.
- Construction limit lines to approximate, subject to other areas indicated by work it is acceptable to approve of the Owner.
- In general, repetitive features other than those that are shown in full view and repeating are not completed in every detail as shown on original drawings.
- Details which occur both right- and left-hand are shown only once.
- Partitions are located by one of the following methods:
  - Where possible, by measuring to adjacent structure.
  - Typical relationship to large scale details.
  - By dimension from structure or partition already located.
- Metal Corner Stud around all edges of gypsum board with stability other materials. Leave 1/4" gap from wall for expansion.
- Where Columns and stud walls align, gypsum board to be continuous over columns.
- Gypsum Board in toilet and shower areas from W.R. Gypsum shown.
- Where condition of floor areas not as good as trade covers, install detail to existing situation of similar condition.
- Rubber Base shall be installed on all Gypsum board walls and tile walls, unless otherwise specified or scheduled.
- Paint lines as required to have level surface required for installation of floor finish.
- Self storage in floor drains, ducts, pipes, vents, soil-pipes, traps, conduits, etc.
- All penetrations through walls above ceiling and below structure are to be closed tight, around penetration. Contractor to coordinate.
- All mechanical & electrical lines are to be installed tight, to locations where possible in all instances.
- General Contractor to provide all concrete jobs necessary for mechanical and electrical installation to be provided as necessary for mechanical and electrical requirements.
- To be provided in finished rooms, all mechanical and electrical piping and conduits shall be finished to match room finishes indicated on schedules.
- When fixtures, pipes and electrical units are installed in partition walls, they will be detailed as indicated by schedule.
- Part to replace steel vents indicated noted.
- Working drawings are electrical plans, where shown diagrammatically are intended to indicate location, size and location and general arrangements of necessary fixtures of components are not required if shown in detail.
- Where mechanical and electrical equipment locations conflict with structural features (where) shall take preference.
- Where existing ceiling is flat with no horizontal or vertical opening, studs shall be constructed deep enough to accommodate the piping lines for all mechanical panels.
- No mistakes or omissions may be left in areas not requiring work, any work or materials dropped similar to work areas must be covered in the existing building or surrounding area.
- General Contractor shall be responsible for ensuring that all new/Existing building connections, including walls, floor and roof (unimpaired) provide gas emission & weather and wind proof seal.
- Demolish: Any and all materials located by the Contractor and/or other parties while their submission of the application shall be repaired and/or replaced as appropriate provided with no cost addition to Owner.



Floor Plan  
Scale 1/4" = 1'-0"



**PRELIMINARY**  
NOT for CONSTRUCTION

The architect and his staff do not warrant, nor do they accept any liability for, the accuracy of the information provided by the client. The architect and his staff do not warrant, nor do they accept any liability for, the accuracy of the information provided by the client.

**Millette Architecture, P.C.**  
 710 Duane  
 300 Second Ave. Wagon, Union 5407  
 MN 55406  
 612.466.4600  
 612.466.4601

**Whitefish Dept. Park Restrooms**  
 February 6, 2014  
 Whitefish, Montana

Sheet No.  
**A-1**  
 WFA Dept. Park-2.dwg

## WHITEFISH DEPOT PARK REST ROOMS

Construction Cost Estimate February 2014			
Qty	Description	Unit	Total
<b>Architectural</b>			
	Sitework and Excavation		\$ 4,905
	Foundation and Flatwork		\$ 7,960
	Carpentry Labor-Framing, Siding, and Finish		\$ 6,395
	Framing Materials		\$ 3,000
	Exterior Finishes		\$ 9,969
	Roofing		\$ 6,720
	Exterior Doors		\$ 1,200
	Door Hardware		\$ 600
	Masonry		\$ 18,088
	Insulation		\$ 500
	Drywall and Plaster		\$ 1,344
	Interior Finish Materials		\$ 800
	Flooring Material Allowance: Tile		\$ 1,000
	Specialty - Partitions		\$ 6,500
			<b>\$ 68,981</b>
<b>Plumbing</b>			
2	Water closets, battery mount, wall hung, side by side, first closet	Ea.	\$ 5,340
4	Water closets, battery mount, wall hung, side by side, each additional water closet, add	Ea.	\$ 9,740
1	Urinals, battery mount, side by side, first urinal	Ea.	\$ 1,360
1	Urinals, battery mount, side by side, each additional urinal, add	Ea.	\$ 1,365
4	Lavatory w/trim, wall hung, vitreous china, 20" x 27", handicap	Ea.	\$ 8,720
1	Roof drain, DWV PVC, 4" diam, diam. 10' high	Ea.	\$ 1,130
75	Pipe cast iron, soil, no-hub, service weight, 6" diameter-STORM	L.F.	\$ 3,435
50	Pipe cast iron, soil, no-hub, service weight, 4" diameter	L.F.	\$ 1,790
75	Pipe cast iron, soil, no-hub, service weight, 2" diameter	L.F.	\$ 1,883
50	Copper tubing, hard temper, solder, type K, 1-1/2" diameter	L.F.	\$ 1,465
50	Copper tubing, hard temper, solder, type K, 3/4" diameter	L.F.	\$ 783
50	Copper tubing, hard temper, solder, type K, 1/2" diameter	L.F.	\$ 579
50	Pipe plastic, PVC, DWV, schedule 40, 2" diameter	L.F.	\$ 974
75	Pipe plastic, PVC, DWV, schedule 40, 6" diameter	L.F.	\$ 3,221
2	Hot & Cold Wall Hydrant	Ea.	\$ 1,800
1	Cold Water Wall Hydrant	Ea.	\$ 560
4	Foor Drain	Ea.	\$ 1,132
		<b>Subtotal</b>	<b>\$ 45,276</b>
<b>Mechanical</b>			
2	Exhuast Fan	Ea.	\$ 2,300
4	Unit Heater	Ea.	\$ 3,000
		<b>Subtotal</b>	<b>\$ 5,300</b>
<b>Electrical</b>			
1	Panel RR	Ea.	705.00 \$ 705
30.000	EMT 1-1/2"	L.F.	8.55 \$ 257
1.300	#1 CU	C.L.F.	349.20 \$ 454
0.400	#8 CU	C.L.F.	98.69 \$ 39
4	Type B	Ea.	364.31 \$ 1,457
2	Type BE	Ea.	442.20 \$ 884
4	Type C	Ea.	412.96 \$ 1,652
2	Type E1	Ea.	465.30 \$ 931
1	Relocation of Existing Wall Light	LS	500.00 \$ 500
4	Occupancy Sensors	Ea.	242.00 \$ 968

4 Fire Alarm Devices	Ea.	330.00	\$	1,320
4 Heater Connections	Ea.	192.00	\$	768
		<b>Subtotal</b>	<b>\$</b>	<b>9,935</b>
<b>Site Electrical</b>				
Costs below assume tele/data pedestals and existing power transformer and Junction Box remain in place.				
75 PVC, Sched 40 - 1"	L.F.	5.90	\$	443
3 #10 CU	C.L.F.	67.60	\$	169
130 PVC, Sched 40 - 2"	L.F.	9.61	\$	1,249
150 PVC, Sched 40 - 3"	L.F.	16.19	\$	2,429
125 Trenching	L.F.	10.00	\$	1,250
1 FEC Fee	LS	2,071	\$	2,071
1 CenturyLink Fee	LS	5,000	\$	5,000
		<b>Subtotal</b>	<b>\$</b>	<b>12,610</b>
		<b>Subtotal</b>	<b>\$</b>	<b>142,102</b>
		<b>Building Permit Fees, etc</b>	<b>15%</b>	<b>\$ 21,315</b>
		<b>Contingency</b>	<b>20%</b>	<b>\$ 28,420</b>
		<b>Total Costs</b>		<b>\$ 191,838</b>

# MEMORANDUM

#2014-016



To: Mayor John Muhlfield  
City Councilors

From: Chuck Stearns, City Manager

Re: Staff Report – Contract with Mosaic Architecture of Helena, MT for the design of a future City Hall and Parking Structure

Date: April 29, 2014

## Introduction/History

On December 11, 2013, the City Hall Steering Committee held a design competition among four architectural firms who were the finalists selected for the City Hall architectural design project. The City Hall Steering Committee subsequently met and decided to recommend Mosaic Architecture of Helena, MT as the preferred architectural firm to negotiate a contract with. The City Council approved their recommendation that we negotiate a contract with Mosaic Architecture at the City Council meeting on January 21, 2014.

## Current Report

I have worked with Ben Tintinger of Mosaic Architecture since January on a contract and scope of services. Attached in the packet is the proposed contract and Mary VanBuskirk prepared and reviewed the contract form (not the exhibits). The contract will outline all the phases of architectural and engineering work, however, we will only authorize proceeding with one phase at a time. The contract can be terminated by either party at the end of each phase, so our initial obligation is only for Phase 1 work of design and development. Much of that work will involve meeting with each department that will be located in City Hall and meeting with the City Hall Steering Committee.

## Financial Requirement

The cost of the work for Phase 1 is estimated to be \$ 65,650.00 for architectural services and \$8,000.00 for Phase 1 services of Kimley-Horn, the engineering company. There is a spreadsheet attached to the contract as Exhibit B providing showing the cost for Phase 1.

Recommendation

City staff respectfully recommends that the City Council approve a Professional Architectural Services Contract with Mosaic Architecture of Helena, MT with the first phase not to exceed \$73,650.00.

## PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF WHITEFISH, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, PO Box 158, Whitefish, Montana 59937, hereinafter referred to as "City", and Mosaic Architecture, 428 North Last Chance Gulch, Helena, Montana 59601, hereinafter referred to as "Architect/Engineer".

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

**1. Purpose:** City agrees to hire Architect/Engineer as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit "A" and by this reference made a part hereof.

**2. Effective Date:** This Agreement is effective upon the date of its execution and will terminate 30 months after the start of construction unless terminated earlier per other sections of this contract.

**3. Scope of Work:** Architect/Engineer will perform the work and provide the services in accordance with the requirements of the Scope of Services.

**4. Payment:** City agrees to pay Architect/Engineer an amount not to exceed Sixty Thousand Dollars (\$65,700) for Phase 1 services performed pursuant to the Scope of Services. In addition, an amount of not-to-exceed \$5,000 will be paid for the Parking Garage consultant's (Kimley Horn) on-site labor charge (\$5000 per visit) and \$3000 in project reimbursables (travel expenses) for \$8,000 total. Payment for subsequent phased services will be added through addendum to this contract as agreed by both parties. Any alteration or deviation from the described work that involves extra costs will be performed by Architect/Engineer after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree in writing upon any extra charges.

The anticipated phases, additional services, and methodology for estimating fees based on scope of construction cost is attached as Exhibit B. This worksheet will be used at the completion of Phase 1 in order to establish fees for later phases of the work.

**5. Independent Contractor Status:** The parties agree that Architect/Engineer is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Architect/Engineer is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Architect/Engineer is not authorized to represent the City or otherwise bind the City in any dealings between Architect/Engineer and any third parties.

Architect/Engineer shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Architect/Engineer shall maintain workers' compensation coverage

for all members and employees of Architect/Engineer's business, except for those members who are exempted by law.

Architect/Engineer shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

**6. Indemnity and Insurance:** Architect/Engineer agrees to indemnify, defend and save the City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Architect/Engineer or Architect/Engineer's agents or employees. For this purpose, Architect/Engineer shall provide City with proof of Architect/Engineer's liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.5 million for each occurrence. The insurance must be in a form suitable to City.

Architect/Engineer shall maintain, during the term of this contract, **Professional Errors and Omissions Insurance** in the minimum amount of \$1.5 million.

**7. Professional Service:** Architect/Engineer agrees that all services and work performed hereunder will be accomplished in a professional manner.

**8. Compliance with Laws:** Architect/Engineer agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. Architect/Engineer will purchase a City business license.

**9. Nondiscrimination:** Architect/Engineer agrees that all hiring by Architect/Engineer of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

**10. Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement. Moreover, either party may terminate this Agreement for any reason at the end of each Phase of services as described in Exhibit A.

**11. Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of

either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Architect/Engineer may not subcontract or assign Architect/Engineer's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

**12. Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Architect/Engineer pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Architect/Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Architect/Engineer. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

**13. Liaison:** City's designated liaison with Architect/Engineer is Charles C. Stearns, City Manager, and Architect/Engineer's designated liaison with City is Ben Tintinger, President.

**14. Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the day and year first above written.

**CITY OF WHITEFISH, MONTANA**  
a municipal corporation

**Mosaic Architecture**  
ARCHITECT/ENGINEER (Type Name  
Above)

By: \_\_\_\_\_  
Charles C. Stearns, City Manager

By: \_\_\_\_\_  
Printed Name: Ben Tintinger  
Printed Title: President

## EXHIBIT A

### DESCRIPTION OF SERVICES:

- 1) Article 1, Services to be Performed, shall include services as described below. This scope of work includes full architectural and engineering services to complete a new facility for **the Whitefish City Hall and Parking Structure**. Each portion of these services will be considered a separate phase (Phase 1, 2, 3, etc.) and the Description of Services for each phase shall be added to **Exhibit A**.
- 2) Add **Exhibit B, Compensation for Additional Phased Services** attached hereto.

### A. DESIGN SERVICES TO BE PERFORMED

#### A.1 PROJECT ADMINISTRATION AND MANAGEMENT

- A.1.1 The Architect/Engineer shall be responsible for managing all the Architect/Engineer's services and administration of the Project in accordance with this Agreement. The Architect/Engineer shall consult with the City, research applicable design criteria, attend Project meetings, maintain a Project contact list, communicate with members of the Project team, issue progress reports and meeting minutes. The Architect/Engineer shall coordinate the services provided by the Architect/Engineer and the Architect/Engineer's consultants with those services provided by the City and the City's consultants.
- A.1.2 Upon request of the City, the Architect/Engineer shall make presentations to explain the Program, concepts, and basis for design of the Project to representatives of the City.
- A.1.3 The Architect/Engineer shall submit documents to the City at intervals appropriate to the programming and concept process for purposes of evaluation and approval by the City. The Architect/Engineer shall be entitled to rely on approvals received from the City in the further development of the design.
- A.1.4 The Architect/Engineer shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- A.1.5 The Architect/Engineer shall consider the value of alternative materials, building systems and equipment, and life-cycle costs together with other considerations based on program, budget and aesthetics in developing the design for the Project.

### PHASE 1

#### B. PROGRAMMING AND CONCEPTS

- B.1.1 The Programming shall commence with the execution of the Agreement and shall be complete with the City's approval and acceptance of the Programming Documents.
- B.1.2 The Programming effort shall provide the following:
  - B.1.2.1 develop and define the needs for the Project based upon the City's preliminary project program (if any) and other information acquired through the data gathering process, review of the City's Downtown Master Plan, interviews, charrettes, surveys and operational parameters;
  - B.1.2.2 plan and provide a design charrette to include city employees and the City Hall Steering Committee members early in the programming effort; it may be before or after interviews with all City departments;
  - B.1.2.3 review, develop, and document detailed requirements for the project, covering items such as design objectives, limitations, and criteria; gross area and space requirements; spatial relationships; needs and options for flexibility or expandability; special equipment and systems; site requirements; project schedule and budget requirements;

- B.1.2.4 space concepts and flow diagrams, functional relationships, access, circulation, and flow patterns within the building and on the site;
- B.1.2.5 existing facilities will require additional research to review existing conditions, assembling and reviewing information to identify and document areas to be involved in alterations, additions, repairs or demolition; and,
- B.1.2.6 define and develop programmatic and conceptual level documents per the following:
  - B.1.2.6.1 Architectural - services responding to the programming and project requirements and consisting of preparation of conceptual site and building diagrams for each level or floor, investigation of alternative approaches, key diagrammatic sections, typical diagrammatic elevations, preliminary selection/recommendation of building systems and materials, development of approximate dimensions, areas and volumes, and review of project documents presently consisting of site surveys;
  - B.1.2.6.2 Structural - recommendations regarding conceptual structural materials and systems;
  - B.1.2.6.3 Mechanical and Electrical - for mechanical design, consideration and recommendations regarding systems and equipment, development of conceptual design solutions for energy sources/conservation and general space requirements. For electrical design, consideration and recommendations regarding basic electrical systems and equipment, analysis and development of conceptual design solutions for energy sources/conservation, service distribution, emergency back-up power, and general space requirements; Coordinate with City's telecommunications and data contractor for telephone, IT, and technology requirements. Coordinate with City's electrician while working on electrical design.
  - B.1.2.6.4 Civil - site planning analysis including layout of site features, building position, general topography, location of paving for walkways, driveways and parking. Also includes normal connections for building utilities such as water, sewer, gas/steam and power. Coordinate with Montana Department of Transportation regarding turn radius requirements for the intersection at East 2<sup>nd</sup> Street and Baker Avenue.;
  - B.1.2.6.5 Budget - develop the project budget in conjunction with the City and assist in the analysis of soft or development costs and establishment of a construction cost. Provide a conceptual level cost estimate of the master plan concept designs; and,
  - B.1.2.6.6 Scheduling/Phasing - review and analysis of the project schedule and phasing plan developed along with the project program.
- B.1.3 The Programming Document shall contain the following items:
  - B.1.3.1 Executive Summary with Project Statement;
  - B.1.3.2 Project Summary and Design Goals;
  - B.1.3.3 Space Program including work flow analysis and an update of the City's space needs study;
  - B.1.3.4 Planning and Design Criteria including, but not limited to, codes, zoning, clustering and layout criteria, building massing, blocking and stacking diagrams, space planning module, dimensional criteria, envelope interface, physical accessibility and ADA, style issues and constraints;
  - B.1.3.5 Building Performance Criteria including, but not limited to, general notes and comments on: building envelope, structure, interior construction, HVAC systems, plumbing systems, fire suppression systems, electrical systems, security systems, and telecommunications/information technology systems;

- B.1.3.6 Site Requirements including, but not limited to, preliminary building siting, site analysis, parking, traffic flow, grading and landscaping;
- B.1.3.7 Budget and cost of the work involving estimates of construction, design fees and all other identifiable costs; and,
- B.1.3.8 Schedules for funding, design and construction.
- B.1.4 For the purposes of Commissioning, the Architect/Engineer shall provide a separate Basis of Design describing the general scope of systems to be incorporated into the Project.
- B.1.5 The Architect/Engineer shall provide **a digital pdf file** of Programming Documents including Estimate of Construction for review and approval to the City's point of contact.

## **B.2 EVALUATION OF THE BUDGET AND ESTIMATE OF CONSTRUCTION COST**

- B.2.1 When the Project Program requirements have been sufficiently identified, the Architect/Engineer shall prepare an Estimate of Construction Cost. This estimate may be based on current area, volume, similar conceptual or recent construction history estimating techniques. As the programming process progresses through the end of the preparation of the Programming Documents, the Architect/Engineer shall update and refine the Estimate of Construction Cost. The Architect/Engineer shall advise the City of any adjustments to previous Estimates indicated by changes in Project requirements or general market conditions. If at any time the Architect/Engineer's Estimate of Construction Cost exceeds the City's budget, the Architect/Engineer shall make appropriate recommendations to the City to adjust the Project's size, quality or budget, and the City shall cooperate with the Architect/Engineer in making such adjustments.
- B.2.2 Evaluations of the City's budget for the Project, the Estimate of Construction Cost and updated Estimates of Construction Cost prepared by the Architect/Engineer represent the Architect/Engineer's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect/Engineer nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect/Engineer cannot and does not warrant or present that bids or negotiated prices will not vary from the City's budget for the Project or from any Estimate of Construction Cost or evaluation prepared or agreed to by the Architect/Engineer.
- B.2.3 The Construction Cost is part of the Project Budget and shall be the total cost or, to the extent the Project is not completed, the estimated cost to the City of all elements of the Project designed or specified by the Architect/Engineer. Estimates of Construction Cost shall include the cost at projected market rates of labor and materials and equipment designed, specified, selected or specially provided for by the Architect/Engineer, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. The Estimate of Construction Cost does include "Development Costs" which identify line items for professional fees, additional services, construction materials testing, etc., and any line items provided by the City that will be helpful in defining the total 'Project Cost'.

## **B.3 SITE SERVICES**

- B.3.1 Access and Protection of Property. The Architect/Engineer shall contact the City for information regarding access to the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Architect/Engineer's entry, including, but not limited to, repair of curbs, sidewalks, lawns and plantings, alleys, and adjacent buildings in the same block.

B.3.2 Site and Topographical Surveys. The Architect/Engineer shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site unless such surveys are specifically provided by the City. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark that is permanent and readily identifiable and of the City's choosing.

B.3.2.1 Site Survey Requirements

- B.3.2.1.1 Show boundary lines (if any), giving length and bearing (including reference of basis) on each straight line; interior angles; radius, point of tangency and length of curved lines. Where no monument exists, set permanent iron pin (monument) or other suitable permanent monument at property corners; drive pin into ground adequately to prevent movement, mark with wood stake; state on drawings whether corners were found or set and describe each;
- B.3.2.1.2 Confirm or furnish a legal description which conforms to the Record Title Boundaries. Prior to making this survey, the Surveyor shall, insofar as possible, acquire data including, but not limited to, deeds, maps certificates or abstracts of title, section line and other boundary line locations in the vicinity;
- B.3.2.1.3 Give area in square feet if less than one acre, in acres (to .001 acre) if over one acre;
- B.3.2.1.4 Note identity, jurisdiction and width of adjoining streets and highways, width and type of pavement. Identify any landmarks;
- B.3.2.1.5 Plot location of structures on the property and on adjacent property within 50 feet. Dimension perimeters in feet and inches to nearest ½ inch. State the character and number of stories. Dimension to property lines and other buildings. Vacant parcels shall be noted as VACANT;
- B.3.2.1.6 Show encroachments, including cornices, belt courses, etc., either way across property lines;
- B.3.2.1.7 Describe fences and walls, identify party walls and locate them with respect to property lines;
- B.3.2.1.8 Show recorded or otherwise known easements and rights-of-way; state the City of right of each;
- B.3.2.1.9 Note possibilities of prescriptive rights-of-way and the nature of each;
- B.3.2.1.10 Show individual lot lines and block numbers; show street numbers of buildings if available;
- B.3.2.1.11 Show zoning of property; if more than one zone, show the extent of each. Show zoning of adjacent property and property across the street(s) or highway(s);
- B.3.2.1.12 Give names of City's of adjacent property; and,
- B.3.2.1.13 Reconcile or explain any discrepancies between the survey and the recorded legal description.

B.3.2.2 Topographical Survey Requirements:

- B.3.2.2.1 Provide minimum of one permanent benchmark on site for each four acres; description and elevation to nearest .01';
- B.3.2.2.2 Draw contours at 1 foot intervals;
- B.3.2.2.3 Spot elevation at each intersection of a grid covering the property at sufficient spacing to assure reasonable accuracy in constructing contour lines;

- B.3.2.2.4 Spot elevations at street intersections and at 20 foot intervals on curb, sidewalk and edge of paving, including far side of paving;
  - B.3.2.2.5 Plot location of structures, above and below ground, man-made (e.g., paved areas) and natural features; all floor elevations and elevations at each entrance of buildings on the property. Include invert elevations of utility tunnel floors and overhead slabs;
  - B.3.2.2.6 Location, size, depth and, where available, pressure of water and gas mains, central steam and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property;
  - B.3.2.2.7 Location of fire hydrants available to the property and the size of the main serving each;
  - B.3.2.2.8 Location and characteristics of power and communications systems above and below grade;
  - B.3.2.2.9 Location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains, culverts serving, or on the property; location of catch basins and manholes, and inverts of pipe at each;
  - B.3.2.2.10 Name of the operating authority of each utility;
  - B.3.2.2.11 Flood plain, flood level of streams or adjacent bodies of water and analysis of site for potential flooding;
  - B.3.2.2.12 Locations of test borings if ascertainable and the elevation of the top of the holes;
  - B.3.2.2.13 Trees of 1½ inch and over (caliper 3' above ground); locate within 1' tolerance and give species where identifiable; and,
- B.3.2.3 Accuracy Standards. Precision of the survey shall be based on the Positional Accuracy Concept. The Architect/Engineer shall recommend positional accuracy limits and error of closure limits for the property being surveyed.
- B.3.2.4 Drawing and File Requirements. The Architect/Engineer shall require the licensed Land Surveyor to sign and seal each drawing and certify to the best of the Surveyor's knowledge, information and belief all information thereon is true and accurately shown. Drawings and drawing files shall contain written scale, graphic scale, North arrow (oriented to the top of the sheet), legend of symbols, and abbreviations used on the drawing(s), and all dimensions and elevations in English units. Spot elevations on pavement and other hard surfaces shall be to the nearest .01', on other surfaces to the nearest .05'. State elevation datum on each drawing. Use National Vertical Geodetic Datum and give location of benchmark used.

#### **B.4 GEOTECHNICAL SERVICES**

- B.4.1 Access and Protection of Property. The Architect/Engineer shall contact the City for information regarding access to the site and shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall reasonably restore the site to the condition existing prior to the Architect/Engineer's entry, including, but not limited to, repair of curbs, sidewalks, lawns and plantings.
- B.4.2 Geotechnical Investigation and Reports. The Architect/Engineer shall furnish the services of a licensed geotechnical engineer. Services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, soil corrosion/resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations unless such services are specifically provided by the City. City specifically wants a cone penetrometer test done in addition to other tests recommended by parking structure engineering firm.
- B.4.2.1 Drawing Requirements. The Architect/Engineer shall require the geotechnical engineer to sign and seal each drawing and certify to the best of the geotechnical engineer's knowledge,

information and belief all information thereon is true and accurately shown. Drawings and drawing files shall contain written scale, graphic scale, North arrow (oriented to the top of the sheet), legend of symbols and abbreviations used on the drawing(s), and all dimensions and elevations in English units.

B.4.2.2 Investigation.

B.4.2.2.1 The geotechnical engineer shall perform borings and subsurface investigations shall be performed in accordance with accepted geotechnical engineering practices and in the quantity and location as coordinated with the Architect/Engineer in order to determine the subsurface soil strata, obtain representative samples for laboratory analysis, investigate the in-situ soil conditions, and investigate the subsurface water conditions.

B.4.2.2.2 All samples shall be classified in accordance with ASTM D-2488, "Standard Practice for Description and Identification of Soils."

B.4.2.2.3 Testing shall be performed in accordance with:

B.4.2.2.3.1 Standard Test Method for Penetration Test and Split Barrel Sampling of Soils, ASTM D-1586;

B.4.2.2.3.2 Thin-Walled Tube Sampling of Soils, ASTM D-1587;

B.4.2.2.3.3 Moisture Content Tests, ASTM D-2116;

B.4.2.2.3.4 Atterberg Limits, ASTM D-4318;

B.4.2.2.3.5 Sieve/Grain Size Analysis Tests, ASTM D-422 and C-136;

B.4.2.2.3.6 Consolidation/Swell, ASTM D-2438 and D-4546;

B.4.2.2.3.7 Shear Strength, ASTM D-2850, D-4767, and D-2166;

B.4.2.2.3.8 California bearing ratio, ASTM D 1883;

B.4.2.2.3.9 Proctor, ASTM D-698 and D-1557; and,

B.4.2.2.3.10 Corrosion tests such as resistivity, pH, and sulfates.

B.4.2.2.4 Percolation tests shall be performed in accordance with the Montana Department of Environmental Quality's currently accepted practices and procedures.

B.4.2.2.5 Other methods of investigation may be used upon prior approval of the Architect/Engineer. Such methods include test pits, rotary borings, hand auger borings, subsurface strata delineation or other generally accepted geophysical methods.

B.4.2.3 Reports. The Architect/Engineer shall require the geotechnical engineer to sign and seal each report and certify to the best of the geotechnical engineer's knowledge, information and belief all information thereon is true and accurately shown. Reports shall provide descriptive information of the scope of the investigation describing the tasks and analysis performed along with the following:

B.4.2.3.1 Sub-surface investigation. General description of the samples taken, locations, elevations, the testing methods performed, site geology, subsurface soils profiles, and groundwater observations.

B.4.2.3.2 Laboratory Investigations. General description of the examinations and classification of tests performed.

B.4.2.3.3 Design and Construction Recommendations. General description of the Project to be constructed with loading information obtained from the Architect/Engineer. The geotechnical engineer shall perform a historical

search regarding any previous construction on the site. The Report shall provide design criteria and make recommendations for the performance of earthwork, foundations, slabs, pavement, flooring system, and all other geotechnical-related issues for the site and building based upon the loading information and the soil/geological conditions; seismic conditions and considerations; lateral earth pressures; and, site grading, drainage, and fill work; corrosion potential of buried metals and concretes; percolation rates; groundwater and surface water seepage; specification requirements for fill material, base course, concrete, materials testing, and other requirements as appropriate for the type of Project.

## **B.5 LEED CRITERIA AND SUSTAINABLE PLANNING**

- B.5.1 As directed by the City, the Architect/Engineer shall define and develop conceptual level requirements for the project that include sustainable planning and design concepts covering items such as:
- B.5.1.1 building design analysis and building performance as it relates to energy use, life-cycle costs, sustainability concepts and productivity of the interior, built environment;
  - B.5.1.2 energy use effectiveness including natural convection in HVAC, natural lighting and water use / recycling / integration;
  - B.5.1.3 development of integrated systems for environmentally responsible architecture;
  - B.5.1.4 potential application of green building concepts for LEED certification including re-use of existing materials and/or recycled materials; and,
  - B.5.1.5 special equipment and systems for use of alternative energy and energy consumption modeling.
- B.5.2 It is the City's intent that the Project be programmed to include sustainable architectural and engineering solutions, environmentally efficient materials, and shall include consideration of "state of the art" design solutions in all areas of the project design whether or not LEED certification is pursued.

## **PHASE 2**

### **C. DESIGN SERVICES**

- C.1.1 The Architect/Engineer's design services consist of the phases described herein and are inclusive of the necessary structural, civil, mechanical, fire protection, electrical engineering and other services as required for a complete and integrated design.
- C.1.2 **SCHEMATIC DESIGN**
- C.1.2.1 The Schematic Design Phase shall commence with a Notice To Proceed to Phase 2.
  - C.1.2.2 The Architect/Engineer shall provide Schematic Design Documents based on the mutually agreed-upon Project Program Project Schedule, and Project Budget including the preliminary Construction Cost. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan and preliminary building plans, sections and elevations. As coordinated between the Architect/Engineer and the City, the Schematic Design Documents may include study models, perspective sketches, electronic

modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

C.1.2.3 The Schematic Design Phase effort shall provide the following:

- C.1.2.3.1 Define the needs for the project based upon changes to the current design and other data gathered from the City;
- C.1.2.3.2 Define detailed requirements for the project, covering items such as design objectives, limitations, and criteria; gross area and space requirements; spatial relationships; needs and options for flexibility or expandability; special equipment and systems; site requirements; project schedule and budget requirements;
- C.1.2.3.3 Define space concepts and flow diagrams, functional relationships, access, circulation, and flow patterns within the building and on the site; and,
- C.1.2.3.4 Investigation and define data concerning existing conditions, assembling and reviewing information to identify and document areas to be involved in alterations, additions, repairs or demolition.
- C.1.2.3.5 Decide on method of construction for the project between Design/Bid/Build, Design/Build, or Construction Manager At Risk (CMAR).

C.1.2.4 The Schematic Design submitted to the City shall at a minimum contain the following:

- C.1.2.4.1 Architectural Design - Services responding to the programming and project requirements and consisting of preparation of a site plan and building plans for each level or floor, key sections, all elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes, and review of project documents presently consisting of the project program and budget and incorporation of site soil investigation and surveys;
- C.1.2.4.2 Structural Design - Recommendations regarding basic structural material and systems, selection of the foundation system, outline structural systems plan, analysis and development of conceptual design solutions;
- C.1.2.4.3 Mechanical Design - Consideration and recommendations regarding materials, systems and equipment, development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning, plumbing, fire protection and general space requirements;
- C.1.2.4.4 Electrical Design - consideration and recommendations regarding basic electrical materials, systems and equipment, analysis and development of conceptual design solutions for power service, distribution, lighting, communication, tele-communications and IT, fire detection, building security, alarms and general space requirements;
- C.1.2.4.5 Commissioning Assistance - The mechanical and electrical design is to be summarized to provide a comprehensive description of the operation of the mechanical and electrical systems in the building with specific reference to meeting the requirements included in the Design Intent Document. This document is to be revised as necessary throughout the design and the original and all revisions are to be submitted to, and approved by, the City;
- C.1.2.4.6 Civil Design - Site planning analysis including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking. Also includes normal connections for building utilities such as water, sewer, gas/steam and power;
- C.1.2.4.7 Budget - Review the project budget and assist in the analysis of soft costs and establishment of a Construction Cost;
- C.1.2.4.8 Specifications - Outline specifications necessary to indicate the general scope of services that will form the basis of the specifications for the construction documents.

- C.1.2.4.9 Scheduling/Phasing - Review and analysis of the project schedule and phasing plan developed along with the project program. The Architect/Engineer's involvement in the planning and implementation of a temporary relocation of City Hall offices would be an extra service performed and payable in addition to the services of this Agreement.

The Architect/Engineer shall provide revised and updated information for incorporation into the Programming Document.

- C.1.2.5 For the purposes of Commissioning, the Architect/Engineer shall provide a Design Intent Document for review and approval by the City, for the commissioning of the project which shall include the basis of the design in a room-by-room itemization of mechanical and electrical requirements as described in the Programming Document with the following information:

- C.1.2.5.1 Temperature requirements;
- C.1.2.5.2 Humidity requirements (if special needs are identified);
- C.1.2.5.3 Exhaust requirements (e.g. fume hoods);
- C.1.2.5.4 Pressurization requirements and number of air exchanges per hour;
- C.1.2.5.5 Maximum permissible sound level;
- C.1.2.5.6 Maximum occupancy;
- C.1.2.5.7 Schedule of occupancy;
- C.1.2.5.8 Number of computers or specialized equipment;
- C.1.2.5.9 Special power quality;
- C.1.2.5.10 Light levels; and,
- C.1.2.5.11 Special lighting systems or levels.
- C.1.2.5.12 Tele-communications and IT requirements

- C.1.2.6 The Architect/Engineer shall provide a **digital pdf** of Schematic Design Documents including the updated Programming Document, the Design Intent Document, and the updated Estimate of Construction for review and approval to the City.

### C.1.3 **DESIGN DEVELOPMENT**

- C.1.3.1 The Design Development Phase shall commence with the City's approval of the Schematic Design Documents and shall be complete with the City's approval of the Design Development Documents.

- C.1.3.2 The Architect/Engineer shall prepare, for approval by the City, Design Development Documents consisting of drawings, sketches, specifications, Estimate of Construction Cost, and similar documents necessary to fix and describe the size and character of the entire Project as to the architectural, structural, mechanical, electrical systems, tele-communications/IT, and other project elements.

- C.1.3.3 Design Development Services shall consist of the following:

- C.1.3.3.1 Architectural Design - Services consisting of the continued development and expansion of the schematic design documents (or preliminary project program of the City if Preliminary Design) in order to proceed with establishment of the final design documents. Documents shall consist of the final scope, relationships, forms, size and appearance. Building plans, sections and elevations, selection of building systems and materials, development of dimensions, areas and volumes are also included;
- C.1.3.3.2 Structural Design - Development of specific structural material and systems, analysis and development of design solutions. Basic structural system and

- dimensions, design criteria, foundation design criteria, sizing of structural components and clearances, earthquake resiliency;
- C.1.3.3.3 Mechanical Design - Development of specific mechanical materials and systems, analysis and development of design solutions. Basic mechanical system and dimensions, design criteria for energy sources/conservation, heating, ventilating and air conditioning, plumbing, fire protection, vibration and acoustical control, visual impacts, equipment layouts, sizes and weights of major components, chases and specific space requirements;
- C.1.3.3.4 Electrical Design - Development of specific electrical materials and systems, analysis and development of design solutions. Basic electrical system and dimensions, design criteria for energy sources/conservation, power service, distribution, lighting, communication, fire detection, alarms, chases, equipment layouts and clearances and specific space requirements. Coordinate with City's telecommunications and data contractor for telephone, IT, and technology requirements. Coordinate with City's electrician while working on electrical design.
- C.1.3.3.5 Commissioning - Coordinate with and support the commissioning and building optimization process;
- C.1.3.3.6 Civil Design - Basic civil engineering features regarding building position, preliminary grading, location of paving for walkways, driveways, parking, all utilities, easements, boundary conditions, property limits;
- C.1.3.3.7 Project Budget - Maintain the design development in accordance within the established Construction Cost, continually review the project budget to coordinate appropriate design factors and limitations;
- C.1.3.3.8 Specifications - Development and coordination of outline specifications necessary to delineate the appropriate functions and minimum quality of the project; and,
- C.1.3.3.9 Scheduling - Develop and maintain a CPM or bar chart project schedule of all activities to include investigations, data gathering, design phases, reviews, advertising, bidding, contract award, construction, construction phasing, punch list and project completion. Perform reviews and revisions of schedule indicating all milestones and anticipated impacts upon delivery of the project based upon issues and factors discovered during the design development phase.
- C.1.3.4 The Architect/Engineer shall provide a **digital pdf** of Design Development Documents including the updated Estimate of Construction Cost for review and approval to the City.

### **PHASE 3**

#### **D. CONSTRUCTION DOCUMENTS**

- D.1** The Construction Documents Phase shall commence with the City's approval of the Design Development (or Preliminary Design) Documents and shall be complete with the City's approval of the Construction Documents.
- D.2** The Architect/Engineer shall provide Construction Documents based on the approved Design Development (or Preliminary Design) Documents and updated Construction Cost. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
- D.3** During the development of the Construction Documents, the Architect/Engineer shall review and assist the City in the development and preparation of: (1) bidding and procurement information; (2) bidding or proposal forms; and, (2) the Conditions of the Contract for Construction (General, Supplementary

and other Conditions). The Architect also shall compile the Project Manual (Specifications) that includes all of the City's "boiler plate" information and the City's Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

D.4 The Architect/Engineer shall provide those services necessary to prepare final construction documents consisting of specifications, drawings and other documents of sufficient detail to fix and describe the final size and character of the project for approval by the City.

D.5 Construction Document Services consists of the following:

- D.5.1 General – Review and checking of Design Development (or Preliminary Design) Documents to ensure all City criteria is incorporated. The Architect/Engineer shall perform continuous review of the design and design process to ensure the highest level of quality control. 95% complete documents relate to the total effort required by the Architect/Engineer and all consultants to produce construction documents that are ready for bidding. The effort to perform final coordination checking, final corrections, incorporation of comments, and inclusion of the City's boilerplate constitutes the remaining 5% of the total effort necessary to produce the Contract Documents. Drawing index contains all drawings and all sheet titles agree. All alternates have been identified and properly delineated. All details are referenced. All details are complete with dimensions, notations and materials. All details (A, S, M, P, E, C, etc.) are specific to the project and have been edited to reflect the actual project conditions.
- D.5.2 Architectural Design Services - Continued development and expansion of the design in order to proceed with and result in the final design documents. Documents shall consist of the final scope, relationships, forms, size and appearance. Complete floor plans, sections and elevations, selection of building systems and materials, development of dimensions, areas and volumes are to be included. Reflected ceiling plans must contain all light fixtures and HVAC grilles, registers and diffusers. Door and room finish schedules must be complete. Floor plans, elevations, and sections are completely dimensioned;
- D.5.3 Structural Design - Continued development of specific structural material and systems, analysis and development of design solutions. Complete and detailed structural system and dimensions, design, foundation, sizing of structural components and clearances, details, elevations plans and specifications. All details are specific to the project and ready for fabrication drawing development. All plans have been coordinated and verified against architectural and mechanical drawings;
- D.5.4 Mechanical Design - Continued development of laboratory utilities, specific mechanical materials and systems, analysis and development of design solutions. Complete and detailed mechanical system and dimensions, heating, ventilating and air conditioning, plumbing, fire protection, vibration and acoustical control, equipment details, sizes, elevations, schedules, plans and specifications. Coordination of utilities leaving the building with locations shown on civil plans;
- D.5.5 Electrical Design - Continued development of specific data systems, electrical materials and systems, analysis and development of design solutions. Complete and detailed electrical system and dimensions, power service, distribution, lighting, communication, fire detection, alarms, chases, equipment layouts, circuits, panel board schedules, plans and specifications;
- D.5.6 Communications Design – Continued development of telephone, computer networks, radios, city's wireless system and other tele-communications/IT plans.
- D.5.7 Civil Design – Incorporate completed site survey and geotechnical analysis including layout of the entire site. Complete and detailed civil design regarding building location, final grading, location of paving for walkways, driveways, parking, all utilities, easements, boundary conditions, property limits, plans and specifications. All benchmark information, building corners, essential topographical information has been included;
- D.5.8 Budget - Ensure the design is in accordance with the established construction cost. Continually review the project budget to coordinate appropriate design factors and limitations
- D.5.9 Specifications - Complete development and coordination of all specifications necessary to describe and detail the entire project and to set the level of quality acceptable to the City. All Boiler Plate and Division 1 items (General Conditions of the construction contract including, but not limited to, staging, fencing, temporary restrooms, utilities, cranes, etc.) pertain to the specific project

- and have been edited for completeness. Index contains all sections in the body of specifications. All specification sections apply to the specific project;
- D.5.10 Scheduling - Maintain the established project schedule. Perform reviews and revisions of the schedule indicating all milestones and anticipated impacts upon delivery of the project based upon issues and factors discovered during the design;
- D.5.10.1 Coordination Review – The City may choose to have the documents reviewed through an independent third-party. This does not relieve the Architect from the responsibility to provide the City with a fully-coordinated set of construction documents;
- D.5.10.2 Coordinate with the commissioning authority as required.
- D.5.10.3 The Architect/Engineer shall assist the City in filing the required documents for the approval of governmental authorities having interest in the Project. The City may request the Architect/Engineer to pay the plan review fee to the building code jurisdiction. The City shall then compensate the Architect/Engineer for the plan review fee through an addendum or as a supplemental service.
- D.5.10.4 The Architect/Engineer shall request the “Boiler Plate” and essential bidding information from the City upon submission of the Plans and Specifications for final review. The Architect/Engineer shall review and coordinate the Division One specifications with the General Conditions of the Contract for Construction.
- D.5.10.5 Prior to bidding, the Architect/Engineer shall provide **as many sets as necessary including digital pdf** set(s) of Construction Documents including the Estimate of Construction for review and approval to the City. This review shall constitute the 95% submission of the design effort where the remaining 5% consists of incorporation of final review comments and the City’s “boiler plate” information.
- D.5.10.6 The Architect/Engineer shall incorporate code review comments and make all corrections, additions, or deletions to the Plans and Specifications prior to distribution for bidding purposes, without the use of addenda, unless approved by the City.
- D.5.10.7 The total Construction Documents Phase shall constitute 100% of the design effort inclusive of any responses and alterations due to comments received upon review from the City, building codes officials, user groups or other interested third parties.

#### **PHASE 4**

#### **E. BIDDING SERVICES**

- E.1.1 The Bidding Phase shall commence with the incorporation of final review comments and the City’s approval of the Plans and Specifications and the final Estimate of Construction cost and shall be complete with the issuance of the Notice to Proceed of the Construction Contract. Depending on the construction delivery method used, the bidding may happen in stages to facilitate an accelerated construction schedule or to accommodate the establishment of a GPM (guaranteed maximum price). While construction alternates delivery methods will not change the ‘Bidding Phase’ scope of work, it may spread the work out over a greater time period.
- E.1.2 The Architect/Engineer shall provide **as many sets as necessary** of Construction Documents for bidding purposes, two (2) sets to the City. The Architect/Engineer shall procure and administer the reproduction of Bidding Documents and distribution to prospective bidders. If the number of sets for bidding purposes is not established in this Agreement, the City shall reimburse the Architect/Engineer for the direct costs of reproduction for all sets determined to be necessary. However, the Architect/Engineer and City shall agree on the number sets necessary at the time of bidding and the Architect/Engineer shall not exceed that number without approval of the City.

- E.1.3 The Architect/Engineer, following the City's approval of the Plans and Specifications and the final Estimate of Construction Cost, shall assist the City in obtaining bids and in awarding the Construction Contract(s). Any interpretation of the Plans and Specifications by the Architect/Engineer will be issued by addenda to all plan holders. The Architect/Engineer will not issue any addenda within seven (7) days of the bid opening without the permission of the City.
- E.1.4 The Architect/Engineer shall arrange, attend and conduct a pre-bid meeting and walk-through for the project. The Architect/Engineer shall prepare and submit to the City an agenda for the pre-bid walk-through. As a minimum the agenda shall address thorough coverage of the Instruction to Bidders, Conditions of the Contract for Construction, site conditions, construction staging, permits, scope of the Work, and all unique situations. The Architect/Engineer shall require the attendance and participation of any consultants when the cost, size and/or complexity of the Work in the opinion of the City necessitate their attendance.
- E.1.5 The Architect/Engineer shall provide bidding services to include the following:
- E.1.5.1 Organizing, coordinating, publishing, handling and distribution of all bidding documents including addenda and receipt and return of deposits;
  - E.1.5.2 Assist the City in obtaining either competitive bids or negotiated proposals and maintaining the plan holders' list;
  - E.1.5.3 Assist in contacting and informing prospective bidders;
  - E.1.5.4 Coordination and responses between the disciplines for all questions, clarifications, and addenda;
  - E.1.5.5 Continue to coordinate with, and support, the commissioning process. The commissioning authority (CA) may make a presentation during the pre-bid walkthrough to explain the commissioning process to all interested parties;
  - E.1.5.6 Addenda - Preparation and distribution as may be required including any and all supplementary drawings, specifications, instructions and notices of changes;
  - E.1.5.7 Budget - Stay aware of bidding climate and perform analysis of possible bid results in comparison to the project budget if market conditions alter from the final Estimate of Construction Cost or if errors/omissions are discovered in the final Estimate;
  - E.1.5.8 Substitutions - Consideration, analysis, comparisons and recommendations relative to substitutions proposed by bidders;
  - E.1.5.9 Bid Evaluation - Perform validation of the bids received and provide recommendations regarding the award of contracts as requested by the City;
  - E.1.5.10 Coordinate and conduct negotiations in cooperation with the City and the Contractor in the event that the bids received are over the project budget should the City choose this option. If negotiations are successful, develop all documentation, drawings, specifications, changes, and alterations including all related pricing in a manner similar to an addendum for formal pricing and signature by the contractor; and,
  - E.1.5.11 Redesign - Perform redesign in coordination with the City and publication of construction documents for re-bidding or after negotiations if the project is not awardable during the initial bid.

## **PHASE 5**

**F. CONSTRUCTION ADMINISTRATION SERVICES**

F.1.1 The Construction Administration Phase shall commence with the issuance of the Notice to Proceed of the Construction Contract and shall be complete when the Contractor has completed the corrections from the warranty inspection.

F.1.2 The Architect/Engineer shall provide administration of the Construction Contract as set forth in this Agreement inclusive of the General Conditions of the Contract for Construction. The Architect/Engineer shall provide those services necessary to perform construction administration to provide a quality product for the City which shall be inclusive of the following:

F.1.2.1 Construction contract administration involves all aspects of consultation, communication, progress reports, observations, meetings and functions necessary to maintain the project quality, budget, schedule and coordination;

F.1.2.2 Upon issuance of a notice to proceed from the City, coordinate and conduct a pre-construction conference with the City and the successful contractor and appropriate subcontractors. Describe the overall project administration, all Division 1 requirements, general scope of the project, City issues and concerns to be met by the Contractor during construction;

F.1.2.3 Continue to coordinate with, and support, the commissioning process. The commissioning authority (CA) may make a presentation during the pre-construction conference to explain the commissioning process to all interested parties. Direct questions regarding commissioning to the CA. One (1) copy of approved submittals related to the CA's efforts will be routed to the CA for use in developing inspections and tests. Presence of the CA on the job does not diminish the Architect/Engineer's responsibilities;

F.1.2.4 Coordination - Services between the architectural work and all disciplines involved in the design of the project;

F.1.2.5 Documents - Maintain sufficient sets of construction documents with all requests for information, requests for clarification, change orders, addenda, pay requests, shop drawings, submittals, etc. necessary to deliver a quality project within budget and on time. Services consist of preparation, reproduction and distribution of all clarification/information/change order documents in response to the Contractor or the City. Documents shall describe in sufficient detail, all work to be added, deleted, modified, review of proposals, review recommended changes for impacts on substantial completion date;

F.1.2.6 Shop Drawings and Submittals - Perform review and comparison of all drawings and submissions by the Contractor for general conformance to the construction documents. Provide appropriate actions in a timely fashion in order to inform the Contractor regarding the shop drawings and submittals but in no instance shall responses or actions be longer than seven (7) calendar days:

F.1.2.6.1 Review and approve or take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques,

sequences or procedures. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component;

F.1.2.6.2 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect/Engineer shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect/Engineer. The Architect/Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals; and,

F.1.2.6.3 The costs and expenses to the Architect/Engineer of more than one (1) review of each Shop Drawing, Product Data item, sample and submittals of the Contractor may be billed by the Architect/Engineer directly to the Contractor. The City shall not be liable to the Architect/Engineer for multiple reviews.

F.1.2.7 Representation - Serve as the representative of the City throughout the duration of the project, protecting the City's interest in obtaining delivery of the project in accordance with the Construction Documents. The Architect/Engineer shall be the representative of the City throughout the duration of this Contract and as such shall advise and consult with the City. The Architect/Engineer shall have authority to act on behalf of the City to the extent provided in the General Conditions of the Construction Contract unless otherwise modified in writing;)

F.1.2.8 Schedules - Monitor the Contractor's progress relative to established schedules and make status reports accordingly. Compare the Contractor's schedule to current pay requests for accuracy and stage of completion. The Architect/Engineer shall take no action concerning the Contractor's schedule which may be interpreted as an approval or endorsement. However, the Architect/Engineer shall provide comments, concerns, inaccuracies, conflicts, etc. to the Contractor;

F.1.2.9 Pay Requests - Review and take appropriate action on all pay requests with regard to the Contractor's Schedule of Values, Progress Schedule, stored materials and stage of construction observed. Provide recommendations to the City with regard to payment based on observations at the site and the Contractor's Form 101, Periodic Estimate for Partial Payment request, the Architect/Engineer shall determine the amount owing to the Contractor and shall act upon the Contractor's Periodic Estimate for Partial Payment within seven (7) days of receipt. Certification of the Contractor's Form 101 shall constitute a representation by the Architect/Engineer to the City that the work has progressed to the point indicated; that to the best of the Architect/Engineer's knowledge, information and belief, the quality of the work is in accordance with the Plans and Specifications; and that the Contractor is entitled to payment in the amount certified. If in the Architect/Engineer's opinion the Contractor is not entitled to the amount indicated on Form 101, he shall evaluate what percentage is due and revise the form accordingly and forward it to the City or return the Periodic Estimate for Partial Payment to the Contractor for revision. The Architect/Engineer shall send the Contractor a copy of any revised pay request forwarded to the City.

F.1.2.10 Change Orders - Prepare, reproduce and distribute change orders for signature. Perform estimates of cost, negotiate price, and determine impacts upon the Contractor and the date for project completion.

F.1.2.10.1 The Architect/Engineer shall complete the areas of "Justification for Change," "Justification for Cost Adjustment," and the "Justification for

Schedule Adjustment” on the Change Order are comprehensive and complete.

F.1.2.10.2 It is the Architect/Engineer’s responsibility to review Change Order pricing and time extension requests for their appropriateness and to make recommendations to the City regarding cost and time.

F.1.2.10.3 The Architect/Engineer may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect/Engineer shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

F.1.2.10.4 The Architect/Engineer shall not order or direct any changes in the Work that involve adjustment of the Contract Sum or Contract Time without the approval of the City;

F.1.2.11 Construction Change Directives - Prepare, reproduce and distribute construction change directives for those items where time is critical and/or a reasonable price cannot be negotiated with the Contractor. If the Contractor and City cannot agree on price and/or time for the change but the City directs that it be performed, price and/or time will be negotiated at a later date;

F.1.2.12 The Architect/Engineer shall visit the project site a minimum of **weekly** and as appropriate to the stage of construction:

F.1.2.12.1 to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed;

F.1.2.12.2 to endeavor to guard the City against defects and deficiencies in the Work; and,

F.1.2.12.3 to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

F.1.2.13 Meetings - The Architect/Engineer shall conduct weekly job meetings with the Contractor and the City. The Architect/Engineer shall take minutes of the meeting and distribute typewritten copies to all parties attending the meeting within five (5) calendar days. The Architect/Engineer shall furnish the City with written field reports within five (5) calendar days of a project site visit. Any representative of the Architect/Engineer sent to the Project site shall be subject to the City’s approval.

F.1.2.14 Field Observations - Services consisting of site visits at intervals appropriate to the stage of construction and/or as otherwise generally agreed upon in order to become familiar with the overall progress and quality of the work in accordance with the Construction Documents. The Architect/Engineer shall maintain a photographic log of the progress of the work and shall prepare and distribute field reports along with meeting minutes. The Architect/Engineer shall report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor;

F.1.2.15 Requests For Information (RFI) – The Architect/Engineer shall investigate and respond to Contractor requests for information in a timely fashion and in no instance in less than seven (7) calendar days. Should an RFI require additional time, the Architect/Engineer shall inform the City and Contractor of such within the seven (7) day period. The Architect/Engineer’s costs for investigating and responding to the Contractor’s requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other City-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation may be billed by the Architect/Engineer to the Contractor. The City shall

not be liable to the Architect/Engineer for the Contractor's failure to carefully study and compare the Contract Documents or if the Contractor should use the request for information process to seek extensions of the Contract for Construction, compensation, or hinder the Work in any manner;

F.1.2.16 Cost Accounting - Maintain records of the Project Budget and all impacts thereupon which include, but are not limited to, testing services, incidental impacts, potential claims and all changes; and,

F.1.2.17 Project Closeout:

F.1.2.17.1 Services to be initiated upon notice from the Contractor that the work is substantially complete, in accordance with the Construction Documents, to permit beneficial occupancy or utilization, and consisting of a detailed inspection for conformity of the Work, compilation of a punch list, inspection of punch list items as completed by the Contractor, issuance of certificate of substantial completion, final inspections, review and approval of operations and maintenance manuals, receipt and transmittal of warranties, affidavits, lien waivers, permits and issuance of final certificate for payment.

F.1.2.17.1.1 The costs and expenses to the Architect/Engineer of more than one (1) substantial completion and one (1) final acceptance inspection may be billed by the Architect/Engineer directly to the Contractor. The City shall not be liable to the Architect/Engineer for multiple inspections.

F.1.2.17.1.2 The Architect/Engineer shall endeavor to have the Contractor complete all punch list items within thirty (30) calendar days of issuing Substantial Completion. The Architect/Engineer shall conduct inspections as part of his contracted site visits to determine Substantial Completion and Final Acceptance. The Architect/Engineer shall not authorize Substantial Completion or Final Completion without the approval of the City. Final payment shall not be approved by the Architect/Engineer prior to receipt and approval of all closeout items and consent of the City;

F.1.2.17.2 Record Documents – the Architect/Engineer shall furnish the City two (2) sets of final, reproducible as-built Record Drawings that have incorporated changes made during the construction process which reflect the as-built conditions. The Architect/Engineer shall also furnish the City with two (2) full sets of Record Drawings and Project Manuals (Specifications) in AutoCAD electronic media format on compact discs labeled with the Project name and the City's project number. All items shall be provided to the City not less than thirty (30) calendar days after the date of Final Acceptance.

F.1.2.17.3 O&M Manuals - Processing, reviewing and taking appropriate action on Operations and Maintenance Manuals provided by the Contractor. Approved O&M Manuals are to be provided to the City ;

F.1.2.17.4 The Architect/Engineer shall receive from the Contractor and forward to the City:

F.1.2.17.4.1 consent of surety or sureties to reduction in or partial release of retainage or the making of final payment; and,

- F.1.2.17.4.2 affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens.
- F.1.2.17.5 Commissioning Report - The CA will prepare the commissioning report for submittal to the City, Architect/Engineer, Contractor and the agency. The Architect/Engineer shall respond to issues in the commissioning report;
- F.1.2.17.6 Warranty Period - Investigate contractual and construction problems which arise during the warranty period. Perform inspection of the project, document warranty problems, and assist the City in having the Contractor provide corrective action.
  - F.1.2.17.6.1 The Architect/Engineer shall conduct a warranty inspection within thirty (30) calendar days prior to the expiration of the warranty period to determine if any defects in the work exist. The Architect/Engineer shall notify the City, both verbally and in writing of defects, and whether or not the defective work is covered by the warranty. All warranty work or repairs shall be under the direction of the Architect/Engineer. The Architect/Engineer shall notify the City of defective work and shall then, in conjunction with the City, notify the Contractor in accordance with the General Conditions of the Construction Contract.
  - F.1.2.17.6.2 The warranty period commences upon substantial completion and continues for a period of one year (or two years depending on the cost as a bidding alternate) from the date of Final Acceptance as defined in the General Conditions of the Contract for Construction. Unless noted otherwise, the date of Final Acceptance shall be the date of the Architect/Engineer's approval of the final pay request.
- F.1.3 The Architect/Engineer shall be the interpreter of the requirements of the Contract Documents. All interpretations, responses to requests for information, and decisions concerning the Contract Documents shall be in writing and issued to the Contractor and City by the Architect/Engineer. The Architect/Engineer shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer shall be responsible for the Architect/Engineer's negligent acts, errors, or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- F.1.4 The Architect/Engineer shall have authority to reject work that does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable, the Architect/Engineer will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect/Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. The Architect/Engineer shall advise the City of any and all rejected work and whether or not it may be necessary to stop work. The City will issue any Stop Work Orders to the Contractor. The Architect/Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

- F.1.5 A change in services or fees will be negotiated for work done on Change Orders only if the Change Order is City initiated. Change Orders as a result of errors or omissions through defective design, insufficient information in the Contract Documents, unforeseen conditions, deficient planning, phasing and foresight, deficient coordination between disciplines or negligence by the Architect/Engineer shall be performed at his expense as follows:
- F.1.5.1 Errors - The Architect/Engineer shall be responsible for all cost in order to make the City whole which shall include, but not be limited to, design, testing, and construction expenses.
  - F.1.5.2 Omissions - The Architect/Engineer shall be responsible for all design and those costs over-and-above what the City would have paid had the omission been included in the as-bid Contract Documents. Over-and-above costs shall be negotiated between the City and Architect/Engineer but shall not be less than 10% of the total cost of the change agreed upon between the City and Contractor.
- F.1.6 The Architect/Engineer shall not be reimbursed nor receive additional fees for time extensions of the Construction Contract for deficient or poor responsiveness to: submittals and shop drawings, requests for information, pay requests, all Change Orders other than City-initiated Change Orders. Should the Contract for Construction be delayed for an extended period, regardless of fault or cause, any additional fees for the Architect/Engineer shall be determined after Substantial Completion or after all claims and/or disputes have been resolved. In all instances, compensation shall be limited to additional site visits, processing of pay requests, and participation in disputes/claims as defined in this Agreement that occur between City and Contractor.
- F.1.7 The Architect/Engineer shall interpret and provide recommendations on matters concerning performance of the City and Contractor under and requirements of, the Contract Documents upon written request of either the City or Contractor. The Architect/Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- F.1.8 Interpretations and recommendations of the Architect/Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial recommendations, the Architect shall endeavor to secure faithful performance by both City and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or recommendations so rendered in good faith.
- F.1.9 The Architect/Engineer shall render initial recommendations on claims, disputes or other matters in question between the City and Contractor as provided in the Contract Documents.

# Worksheet for final contract

# EXHIBIT B

BASIC SERVICES		AMOUNT
Phase 1 - Programming/Concept Design		\$65,650.50
Phase 2 - Schematic Design (SD)		TBD
Phase 2 - Design Development (DD)		TBD
Phase 3 - Construction Documents (CD)		TBD
Phase 4 - Bidding (BID)		TBD
Phase 5 - Construction Administration (CA)		TBD
<b>Basic Services Total =</b>		<b>\$65,650</b>

ADDITIONAL SERVICES (Estimated amounts)		AMOUNT
Site Survey (estimated amount)		TBD
Geotech Investigation		TBD
Civil Engineering		TBD
LEED Documentation (hourly not-to-exceed)		TBD
Fire Protection Design		TBD
Interior Furnishings Selection/Procurement		TBD
Record Drawings		TBD
Warranty Inspection		TBD
Hazardous Material Investigation		TBD
Fundamental Commissioning Services	estimated	TBD
<b>Additional Services Total =</b>		<b>\$0.00</b>

SUPPLEMENTAL SERVICES/REIMBURSABLES		AMOUNT
Document Reproduction		At Cost +5%
Kimley Horn Travel Labor Cost per Trip	\$5,000	
Direct Project Expenses (travel cost, etc.)		
Owner Initiated Change Orders		6% of Actual Construction Cost
<b>Supplemental Services Total =</b>		<b>\$0.00</b>

		AMOUNT
<b>TOTAL SUM FOR ALL SERVICES</b>		<b>\$65,650</b>



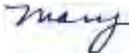
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# Staff Report



April 29, 2014

To: Mayor Muhlfeld and City Councilors

From: Mary VanBuskirk, City Attorney 

Re: City Appointments to Vacancies on City-County Planning Board

## **Introduction/History.**

Under Montana law and the 2005 Interlocal Agreement (2005IA), the City exercises extraterritorial jurisdiction beyond its city boundaries. MCA §76-2-310 permits Whitefish as a second class city to extend its planning and zoning up to two miles beyond its city limits. The terms of the 2005IA further extend this extraterritorial area (ETA) beyond the two miles in some areas to include the City's watershed and highway corridors. In other areas of the ETA, the extension is less than two miles. The terms of the 2005IA also authorize the establishment of the Whitefish City-County Planning Board, Whitefish Board of Adjustment and Whitefish Lake and Lakeshore Protection Committee.

As required, the City and the County established the Whitefish City-County Planning Board. MCA §76-2-311(2) and the 2005IA.

Montana law establishes the membership of the City-County planning board and how the City and County make appointments to the planning board. MCA §76-1-201. Nine members make up the planning board and its members are appointed as follows:

(a) two official members who reside outside the city limits but within the jurisdictional area of the city-county planning board to be appointed by the board of county commissioners, who may in the discretion of the board of county commissioners be employed by or hold public office in the county;

(b) two official members who reside within the city limits to be appointed by the city council, who may in the discretion of the city council be employed by or hold public office in the city;

(c) two citizen members who reside within the city limits to be appointed by the mayor of the city;

(d) two citizen members who reside within the jurisdictional area of the city-county planning board to be appointed by the board of county commissioners.

MCA §76-1-201.

Montana law also establishes how vacancies on the City-County Planning Board will be filled:

### **76-1-204. Vacancies on county and city-county planning boards.**

(1) Vacancies occurring on the board of official members and by death or

resignation of citizen members shall be filled for the unexpired term by the governing bodies having appointed them.

\* \* \*

(3) Vacancies occurring in citizen members on the city-county planning board at the end of a term shall be filled alternately by the mayor and the board of county commissioners represented on the board, commencing with the mayor.

\* \* \*

MCA §76-1-204(1) and (3).

Under the Rules of Procedure of the City-County Planning Board, a majority of its members (five) constitutes a quorum. The Rules of Procedure provide when a Board member misses three consecutive regular monthly meetings or more than four meetings in a calendar year, without legitimate reason, the Board's chair is to notify the appointing governing body and may recommend appropriate action. Vacancies on the planning board of official members and vacancies caused by the death or resignation of citizen members are filled for the unexpired term by the governing body appointing them. MCA §76-1-204(1).

Note, however, MCA §76-1-204(3) provides another option for the City. The Mayor and the Board of Commissioners may appoint citizen members vacancies at the end of their term. State law provides that such vacancies on city-county planning boards will be filled alternately by the Mayor and the Board of Commissioners, beginning with the Mayor. MCA §76-1-204(3).

#### Ordinance No. 02-02.

While MCA §76-1-201 authorizes the City Council's appointment of official members who are City residents (who may be employed by the City or hold public office in the City), Ordinance No. 02-02 clarified the City's public policy position to appoint City Councilors on a temporary basis only, not exceeding three months, in order to protect the function of the Council's quasi-judicial decision-making.

The attached Whitefish City Council Minutes from December 3, 2001, and January 22, 2002, explain the Council's public policy concerns. In order to protect the quasi-judicial decision-making process, the City decided to appoint citizen members to the planning board, rather than Councilors, which would limit the possibility of an individual Councilor hearing the same matter while serving as a member of the planning board **and** as a Councilor.

Under the Whitefish City Code, when voting on quasi-judicial matters, the Council acts more like a court, following a procedure, close to the judicial process, in its exercise of its judgment and discretion, often involving its interpretation and application of existing policies, rules or law to each set of facts. WCC §1-6-3(E)(2). Generally, the Council is limited to information learned at a properly noticed and conducted public hearing with reasonable opportunity for citizens to participate and observe the public process prior to a final decision of the Council.

Under the Whitefish City Council protocols, the Council is encouraged to preserve the quasi-judicial function by discouraging *ex parte* communications on all quasi-judicial matters. Decisions are based on the record and public comment given at the hearing before the Council.

Any discussion outside of the formal public hearing prior to the Council's deliberation is discouraged. Councilors reserve discussion of the merits of an issue amongst themselves until after the hearing is closed. Councilors then act collectively, as a whole, never individually, in making the Council's decision. WCC §1-6-3(G)(3).

### **Current Report.**

The last scheduled City-County planning board meeting set for April 17th was canceled due to a lack of quorum. Matters set for the April 17th planning board meeting were rescheduled for the upcoming May 15th meeting. At that time, the County had three vacancies to the planning board and the City had one vacancy.

In an effort to prevent another delay caused by a canceled planning board meeting due to a lack of quorum, at the last meeting the City Council discussed whether there was anything that could be done to prevent further delays to the planning process. The Council discussed the possibility of City appointments of City Councilors to serve on the planning board on a temporary basis as provided by WCC §11-7-4. The purpose of this staff report is to provide background information how the City may implement such an option as provided by the City Code for the appointment of City Councilors to fill vacancies on the City-County Planning Board and Board of Adjustment on a temporary basis.

At the time of this report, the City and County have partially resolved the vacancy problem on the City-County Planning Board. On April 28th the Commissioners appointed Theodore Roosendahl, reducing the County's vacancies to two. Following applicant interviews scheduled for May 5th, the City anticipates filling its vacancy.

#### Statutory authority for a Mayoral appointment to fill one citizen vacancy.

Montana law provides the authority for the mayor and the board of county commissioners to alternate in the appointment of citizen vacancies to the planning board at the end of the term, beginning with the mayor. MCA §76-1-204(3). Therefore, at the next Council meeting under the agenda item appointments to the planning board, the Mayor may choose to appoint an applicant to the planning board. If the Mayor chooses to make such a citizen appointment to the planning board, the next appointment would be made by the Board of County Commissioners, and then alternate back to the Mayor to make the next appointment, and so on.

#### City Code authority for the Council's appointment of a Councilor to fill the next City vacancy.

Should another City vacancy occur on the planning board, by Ordinance No. 02-02 the Council may appoint Councilors to fill a vacancy on a temporary basis, up to three months. Although Ordinance No. 02-02, enacted as WCC §11-7-4(4) to clarify

the City's preference to appoint citizen members to the City-County planning board, rather than the permitted appointment of elected City officials, permits Councilors to serve on a temporary basis, only (not exceeding three consecutive months).

The Council's protocol established in WCC §11-7-4(4) authorizes the City Council to fill vacancies on the planning board by appointing City Councilors temporarily. This protocol is consistent with the public policy considerations to preserve the Council's role and function in quasi-judicial matters.

The City Council can exercise this protocol by motion to appoint a Councilor to fill a future City vacancy on a temporary basis to the planning board for up to a three-month period of time. WCC §11-7-4(4). The Council may wish to exercise this authority as a standing protocol should a City opening become available on the planning board. Or the Council may choose to begin the selection of a Councilor only when a vacancy occurs and appoint a Councilor until the vacancy is filled through the City's process of advertisement, interviews and selection, or for a three-month period of time, whichever should first occur.

Alternatively, the Council could exercise this authority as a standing protocol and approve the list of all six Councilors (perhaps an alphabetical list of all Councilors) and as the vacancies occur the Councilor next on the list would be appointed to fill the vacancy, until the vacancy is filled through the City's process to fill vacancies, but for no longer than three months. Each would take turns being available for a three-month period of time and appointed in the event of a vacancy. At the end of the three-month appointment time, the next Councilor on the list would be available for an appointment for a three-month period, and so on. Then later, if another vacancy on the planning board should occur, the next Councilor on the list would be appointed until the vacancy is filled by the City, or for a three-month period of time, whichever shall first occur.

### **Recommendation.**

In order to avoid cancelled planning board meetings, we respectfully recommend:

- 1) The City's vacancy on the City-County Planning Board be filled by the City Council at the May 5th City Council meeting.
- 2) The Mayor should appoint one applicant to fill one of the County vacancies of a citizen position on the City-County Planning Board at the end of a term on the planning board at the May 5th City Council meeting, as provided in MCA §76-1-204(3). The City would notify the Board of County Commissioners of the Mayoral appointment.
- 3) By motion at the May 5th City Council meeting, the Council should establish its protocol to exercise its authority to appoint a City Councilor to fill a City vacancy on the City-County Planning Board whenever a vacancy exists. The vacancy would be filled as vacancies occur, or automatically with a standing list of all Councilors who would take turns being available for a three-month period of time or until the vacancy is filled by the City, whichever shall first occur.

Attachments

## Part 2 Membership

**76-1-201. Membership of city-county planning board.** (1) Except as provided in subsection (2), a city-county planning board consists of no fewer than nine members to be appointed as follows:

(a) two official members who reside outside the city limits but within the jurisdictional area of the city-county planning board to be appointed by the board of county commissioners, who may in the discretion of the board of county commissioners be employed by or hold public office in the county;

(b) two official members who reside within the city limits to be appointed by the city council, who may in the discretion of the city council be employed by or hold public office in the city;

(c) two citizen members who reside within the city limits to be appointed by the mayor of the city;

(d) two citizen members who reside within the jurisdictional area of the city-county planning board to be appointed by the board of county commissioners;

(e) the ninth member to be appointed by the board of supervisors of a conservation district provided for in 76-15-311 from the members or associate members of the board of supervisors, subject to approval of the members provided for in subsections (1)(a) through (1)(d).

(2) Subsection (1)(e) does not apply if there is no member or associate member of the board of supervisors of a conservation district who is able or willing to serve on the city-county planning board. In that case, the ninth member of the city-county planning board must be selected by the eight officers and citizen members pursuant to subsections (1)(a) through (1)(d), with the consent and approval of the board of county commissioners and the city council.

*History:* En. Sec. 10, Ch. 246, L. 1957; amd. Sec. 4, Ch. 247, L. 1963; amd. Sec. 1, Ch. 189, L. 1965; amd. Sec. 3, Ch. 273, L. 1971; amd. Sec. 2, Ch. 349, L. 1973; R.C.M. 1947, 11-3810(part); amd. Sec. 1, Ch. 192, L. 1979; amd. Sec. 1, Ch. 509, L. 1985; amd. Sec. 1, Ch. 151, L. 2007.

**76-1-202. Qualifications of citizen members of city-county planning board.** (1) The citizen members of the city-county planning board shall be resident freeholders in the area over which the planning board has jurisdiction; provided, however, that at least two of such members shall be resident freeholders in the area, if any, outside the city limits over which the planning board has jurisdiction and the two members appointed by the county commissioners shall reside outside the city limits but within the jurisdictional area of the planning board.

(2) Any citizen appointee may be removed from office by a majority vote of the governing body of the governmental unit represented by such appointee.

*History:* (1)Ap. p. Sec. 12, Ch. 246, L. 1957; amd. Sec. 2, Ch. 271, L. 1959; amd. Sec. 5, Ch. 273, L. 1971; Sec. 11-3812, R.C.M. 1947; Ap. p. Sec. 10, Ch. 246, L. 1957; amd. Sec. 4, Ch. 247, L. 1963; amd. Sec. 1, Ch. 189, L. 1965; amd. Sec. 3, Ch. 273, L. 1971; amd. Sec. 2, Ch. 349, L. 1973; Sec. 11-3810, R.C.M. 1947; (2)En. Sec. 13, Ch. 246, L. 1957; amd. Sec. 5, Ch. 247, L. 1963; Sec. 11-3813, R.C.M. 1947; R.C.M. 1947, 11-3810(part), 11-3812(part), 11-3813.

**76-1-203. Term of members of county and city-county planning boards.** The terms of the members who are officers of any governmental unit represented on the board shall be coextensive with their respective terms of office to which they have been elected or appointed; the terms of the other members shall be 2 years, except that the terms of the first members appointed shall be fixed by agreement and rule of the governing bodies represented on the board for 1 or 2 years in order that a minimum number of terms shall expire in any year.

*History:* En. Sec. 10, Ch. 246, L. 1957; amd. Sec. 4, Ch. 247, L. 1963; amd. Sec. 1, Ch. 189, L. 1965; amd. Sec. 3, Ch. 273, L. 1971; amd. Sec. 2, Ch. 349, L. 1973; R.C.M. 1947, 11-3810(3).

**76-1-204. Vacancies on county and city-county planning boards.** (1) Vacancies occurring on the board of official members and by death or resignation of citizen members shall be filled for the unexpired term by the governing bodies having appointed them.

(2) Vacancies occurring in citizen members on the county planning board at the end of a term shall be filled by the board of county commissioners.

(3) Vacancies occurring in citizen members on the city-county planning board at the end of a term shall be filled alternately by the mayor and the board of county commissioners represented on the board, commencing with the mayor.

(4) In the event more than one city is represented on a board, the representation and appointments to be made by the respective cities and counties shall be by agreement and rule of the board.

History: En. Sec. 11, Ch. 246, L. 1957; amd. Sec. 4, Ch. 273, L. 1971; R.C.M. 1947, 11-3811.

**76-1-205 through 76-1-210 reserved.**

**76-1-211. Membership of county planning board.** (1) County planning boards consist of not less than five members appointed by the board of county commissioners. At least one member of a county planning board existing on or formed after July 1, 1973, must be a member of the governing board of a conservation district as provided for in chapter 15, an associate member of a conservation district designated by the governing board of a conservation district, or a member of a state cooperative grazing district if officers of either of the districts or the designated associate member of a conservation district reside in the county.

(2) If a city or town subsequently becomes represented on the county planning board pursuant to 76-1-111, additional members of the planning board representing the cities or towns must be appointed by the respective city councils.

History: En. Sec. 10, Ch. 246, L. 1957; amd. Sec. 4, Ch. 247, L. 1963; amd. Sec. 1, Ch. 189, L. 1965; amd. Sec. 3, Ch. 273, L. 1971; amd. Sec. 2, Ch. 349, L. 1973; R.C.M. 1947, 11-3810(2); amd. Sec. 2, Ch. 151, L. 2007.

**76-1-212. Citizen members of county planning board.** (1) The citizen members of the county planning board shall be resident freeholders in the area over which the planning board has jurisdiction.

(2) Any citizen appointee may be removed from office by a majority vote of the governing body of the governmental unit represented by such appointee.

History: (1)En. Sec. 12, Ch. 246, L. 1957; amd. Sec. 2, Ch. 271, L. 1959; amd. Sec. 5, Ch. 273, L. 1971; Sec. 11-3812, R.C.M. 1947; (2)En. Sec. 13, Ch. 246, L. 1957; amd. Sec. 5, Ch. 247, L. 1963; Sec. 11-3813, R.C.M. 1947; R.C.M. 1947, 11-3812(part), 11-3813.

**76-1-213 through 76-1-220 reserved.**

**76-1-221. Membership of city planning board.** (1) A city planning board shall consist of not less than seven members to be appointed as follows:

- (a) one member to be appointed by the city council from its membership;
- (b) one member to be appointed by the city council, who may in the discretion of the city council be an employee or hold public office in the city or county in which the city is located;
- (c) one member to be appointed by the mayor upon the designation by the county commissioners of the county in which the city is located;
- (d) four citizen members to be appointed by the mayor, two of whom shall be resident freeholders within the urban area, if any, outside of the city limits over which the planning board has jurisdiction under this chapter and two of whom shall be resident freeholders within the city limits.

(2) The clerk of the city council shall certify members appointed by its body. The certificates shall be sent to and become a part of the records of the planning board. The mayor shall make similar certification for the appointment of citizen members.

History: (1)En. Sec. 4, Ch. 246, L. 1957; amd. Sec. 1, Ch. 271, L. 1959; Sec. 11-3804, R.C.M. 1947; (2)En. Sec. 7, Ch. 246, L. 1957; Sec. 11-3807, R.C.M. 1947; R.C.M. 1947, 11-3804(part), 11-3807.

**76-1-222. City council member of city planning board.** (1) As soon as the city council has enacted an ordinance creating a city planning board, the city council shall select a member of its body to serve on the planning board. The term of the appointed member must be coextensive with the term of office to which the member has been elected or appointed unless the council, on its first regular meeting of each year, appoints another to serve as its representative or unless the member's term is terminated as provided in this part.

(2) The city council shall fill any vacancy occurring in its respective membership on the planning board.

History: En. Sec. 6, Ch. 246, L. 1957; R.C.M. 1947, 11-3806; amd. Sec. 2511, Ch. 56, L. 2009.

**76-1-223. County representative for city planning board.** When a city council has enacted an ordinance creating a city planning board or when a vacancy occurs in the county's membership on the city planning board, the board of county commissioners of the county in which the city is located shall within 45 days designate a representative of the county to the

*Montana's 2013 Land Use & Planning Statutes*

**76-2-308. Enforcement of zoning regulations and ordinances.** (1) The city or town council or other legislative body may provide by ordinance for the enforcement of this part and of any regulation or ordinance made thereunder.

(2) In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained or any building, structure, or land is used in violation of this part or of any ordinance or other regulation made under authority conferred hereby, the proper local authorities of the municipality, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use; to restrain, correct, or abate such violation; to prevent the occupancy of such building, structure, or land; or to prevent any illegal act, conduct, business, or use in or about such premises.

History: En. Sec. 8, Ch. 136, L. 1929; re-en. Sec. 5305.8, R.C.M. 1935; R.C.M. 1947, 11-2708(part); amd. Sec. 8, Ch. 266, L. 1979.

**76-2-309. Conflict with other laws.** (1) Wherever the regulations made under authority of this part require a greater width or size of yards, courts, or other open spaces; require a lower height of building or less number of stories; require a greater percentage of lot to be left unoccupied; or impose other higher standards than are required in any other statute or local ordinance or regulation, the provisions of the regulations made under authority of this part shall govern.

(2) Wherever the provisions of any other statute or local ordinance or regulation require a greater width or size of yards, courts, or other open spaces; require a lower height of building or a less number of stories; require a greater percentage of lot to be left unoccupied; or impose other higher standards than are required by the regulations made under authority of this part, the provisions of such statute or local ordinance or regulation shall govern.

History: En. Sec. 9, Ch. 136, L. 1929; re-en. Sec. 5305.9, R.C.M. 1935; R.C.M. 1947, 11-2709.

**76-2-310. Extension of municipal zoning and subdivision regulations beyond municipal boundaries.** (1) Except as provided in 76-2-312 and except in locations where a county has adopted zoning or subdivision regulations, a city or town council or other legislative body that has adopted a growth policy pursuant to chapter 1 for the area to be affected by the regulations may extend the application of its zoning or subdivision regulations beyond its limits in any direction subject to the following limits:

- (a) up to 3 miles beyond the limits of a city of the first class as defined in 7-1-4111;
- (b) up to 2 miles beyond the limits of a city of the second class; and
- (c) up to 1 mile beyond the limits of a city or town of the third class.

(2) When two or more noncontiguous cities have boundaries so near to one another as to create an area of potential conflict in the event that all cities concerned should exercise the full powers conferred by 76-2-302, 76-2-311, and this section, then the extension of zoning or subdivision regulations, or both, by these cities must terminate at a boundary line agreed upon by the cities.

History: En. Sec. 2, Ch. 136, L. 1929; re-en. Sec. 5305.2, R.C.M. 1935; amd. Sec. 1, Ch. 273, L. 1971; amd. Sec. 1, Ch. 354, L. 1973; R.C.M. 1947, 11-2702(part); amd. Sec. 18, Ch. 582, L. 1999; amd. Sec. 9, Ch. 599, L. 2003.

**76-2-311. Administration of regulations in extended area.** (1) A city or town council or other legislative body may enforce regulations adopted pursuant to 76-2-310, as if the property were situated within its corporate limits, until the county board adopts a growth policy pursuant to chapter 1 and accompanying zoning or subdivision resolutions that include the area.

(2) As a prerequisite to the exercise of this power, a city-county planning board whose jurisdictional area includes the area to be regulated must be formed or an existing city planning board must be increased to include two representatives from the unincorporated area that is to be affected. These representatives must be appointed by the board of county commissioners. Representation must cease when the county board adopts a growth policy pursuant to chapter 1 and accompanying zoning or subdivision resolutions that include the area.

History: En. Sec. 2, Ch. 136, L. 1929; re-en. Sec. 5305.2, R.C.M. 1935; amd. Sec. 1, Ch. 273, L. 1971; amd. Sec. 1, Ch. 354, L. 1973; R.C.M. 1947, 11-2702(part); amd. Sec. 19, Ch. 582, L. 1999.

**76-2-312. Exclusion for commission-manager plan municipalities.** A city or town which has as its plan of government the commission-manager plan shall be excluded from the

## INTERLOCAL AGREEMENT

This Agreement is entered into as of the 1st day of February, 2005, by and between the County of Flathead, a political subdivision of the State of Montana (the "County"), and the City of Whitefish, a municipal corporation (the "City"), with respect to the following facts.

A. Beginning in approximately 1967, the parties have cooperated in creating and administering the Whitefish City-County Planning Board (the "Planning Board") and the Planning Board's jurisdictional area, as permitted by Montana law.

B. Currently the jurisdictional area of the Planning Board extends approximately four and one-half (4-1/2) miles from the boundaries of the City, as shown on Exhibit "A," attached hereto and incorporated herein by reference.

C. From time to time the parties have adopted and updated a Master Plan (or Growth Policy) covering the jurisdictional area of the Planning Board. The most recent version of the jointly adopted Master Plan is entitled, "Whitefish City-County Master Plan Year 2020."

D. For many years the parties have cooperated in creating and administering an area extending approximately one (1) mile beyond the City's boundaries, within which the City has established its own zoning designations, as permitted by Montana law. This one (1) mile area is referred to as the City's extra-territorial zoning jurisdiction.

E. The Planning Board, its jurisdictional area, as well as the City's one (1) mile extra-territorial jurisdiction, as described above, were created by joint action of the parties, but without the execution of a formal interlocal agreement.

F. The parties desire to alter (1) the jurisdictional area of the Planning Board, (2) the area to be encompassed by the City's Master Plan, (3) the extra-territorial zoning jurisdiction of the City.

G. The parties desire that within the new jurisdictional area created herein, the City shall administer all planning and zoning, subdivision review, lakeshore protection regulations, and floodplain regulations, as set forth herein.

THEREFORE, the parties agree as follows:

1. Interlocal Agreement. This Agreement is established pursuant to the Interlocal Cooperation Act, § 7-11-101, et seq., MCA. The purpose of this Agreement, is among other thing, to streamline the provision of government services by centralizing the functions of planning, zoning, subdivision review and lakeshore and floodplain permitting for the area surrounding Whitefish and the Whitefish Lake in one governmental agency that will, through such centralization, develop greater expertise and efficiency than if the same functions were handled by two governmental agencies.

2. Continuation of Planning Board. It is the parties' intent to continue in

effect the nine (9) member Planning Board, in the same manner it has been administered and has operated in the recent past. The City shall continue to appoint four (4) members of the Planning Board pursuant to § 76-1-201(1), MCA. The County shall continue to appoint four (4) members of the Planning Board pursuant to § 76-1-201(1), MCA. The ninth member of the Planning Board shall continue to be appointed pursuant to § 76-1-201(2), MCA. The parties shall each bear their own expenses involved in advertising for and appointing Planning Board members. The City shall be responsible for and shall bear all other costs of administering and operating the Planning Board.

3. Planning Board's Jurisdiction. The parties agree that effective upon the execution hereof the jurisdictional area of the Planning Board shall be reduced to the boundaries shown on Exhibit "B," attached hereto and incorporated herein by reference (the "New Jurisdictional Area").

4. Continuation of Lakeshore Protection Committee. It is the parties' intent to continue in effect the seven (7) member Lakeshore Protection Committee, in the same manner it has been administered and has operated in the recent past. Pursuant to Chapter 5 of the Whitefish Lake and Lakeshore Protection Regulations, the City shall continue to appoint three (3) committee members, all of whom shall be resident freeholders within the City and at least two (2) of whom shall be residents on either Whitefish or Lost Coon Lake. Similarly, the County shall appoint three (3) members, all of whom shall be resident freeholders of rural Flathead County and at least two (2) of whom shall be residents on either Whitefish Lake or Lost Coon Lake. The seventh (7<sup>th</sup>) member shall be appointed by the Whitefish City-County Planning Board and shall rotate on at least a biennial basis between a City resident and a County resident if at all possible. The parties shall bear their own expenses involved in advertising for and appointing Lakeshore Protection Committee members. The City shall be responsible for and shall bear all other costs of administering and operating the Lakeshore Protection Committee.

5. City's Authority in New Jurisdictional Area. The parties agree that effective on the dates set forth below, and pursuant to § 76-2-310(1), MCA, the City, as a city of the second class, shall assume and use for the purposes of planning and zoning, subdivision review and approval, and for the administration of the lakeshore protection regulations and floodplain regulations, the boundaries of the New Jurisdictional Area, as shown in Exhibit "B." From those dates forward, and except as provided in Paragraph 6, below, within the boundaries shown on Exhibit "B," the City shall have the sole power to (1) establish or alter zoning designations; adopt, administer, enforce, and amend planning and zoning regulations, (2) consider and approve subdivisions and adopt, administer, enforce, and amend subdivision regulations, (3) consider and approve lakeshore permits and adopt, administer, enforce, and amend lakeshore regulations, and (4) consider and approve floodplain permits and adopt, administer, enforce, and amend floodplain regulations. The City shall be responsible for and shall bear all costs of administering the regulations identified above.

The dates upon which the County shall cede responsibilities to the City are, for Planning, upon execution of this agreement, and for Floodplain regulation, Subdivision

regulation, Lakeshore regulation, and Zoning regulation, September 30, 2005, unless the City requests regulation authority sooner, which request shall be granted by the County.

6. Transition. The parties shall cooperate with one another in completing the transition schedule called for in this Interlocal Agreement. As soon as practical Flathead County shall remove its zoning designations within the New Jurisdictional Area, but shall do so in coordination with the City's establishment of zoning designations so that currently zoned areas will transition smoothly from County zoning to City zoning.

The parties agree that with respect to the New Jurisdictional Area, any zoning applications (including rezoning applications, conditional use permit applications, and similar applications), any subdivision applications, any lakeshore permit applications, and any floodplain permit applications received after the dates set forth in paragraph 5 shall be processed solely by the City. The parties' planning staffs shall meet promptly after the execution of this Interlocal Agreement to discuss and determine which agency shall process any zoning, subdivision, lakeshore or floodplain applications currently being processed by either party at the dates set forth in paragraph 5, in order to ensure a smooth transition. The planning staffs shall also discuss and determine the allocation of any fees received with any such applications in order to ensure that the fee income received fairly compensates the party performing the services. The parties' planning staffs shall create and sign a list reflecting their agreement with respect to such applications and fees, and shall thereafter process such applications as detailed on the signed list.

7. Cooperation Between Parties. The parties acknowledge that there are some areas of the New Jurisdictional Area that are located more than two (2) miles from the City's current boundaries. The parties anticipate that within the foreseeable future the City will complete various annexations that will extend its boundaries so that all areas of the New Jurisdictional Area will be within two (2) miles from the City's boundaries. Until such time, the parties agree that if a zoning, subdivision, lakeshore or floodplain application is received with respect to land located within the New Jurisdictional Area but more than two (2) miles from the City's boundaries, they shall cooperate in order to ensure that such application is processed in an efficient and lawful manner, and in a manner that provides the City with the greatest authority and discretion allowed by Montana law. It is the parties' intent that the City handle all zoning, subdivision review, lakeshore permitting, and floodplain permitting in the New Jurisdictional Area to the maximum extent allowed by law, and pursuant to § 7-11-102, MCA.

8. Master Plan. The parties agree that the Whitefish City-County Master Plan Year 2020 shall remain in effect until updated within the new jurisdictional area by the City, or outside of the new jurisdictional area by the County. Based upon the City's expressed concerns about development along the Highway Corridors, the County agrees to give notice to the City of any proposed change to the master plan/growth policy, or any regulations, covering property in the Highway Corridors and allow City comment thereon. The Highway Corridors are defined as ¼ mile on either side of US

Highway 93 and Montana Highway 40 within the boundaries of the area shown on Exhibit "B" hereto.

9. Land in Two Jurisdictions. If after the execution of this Agreement a zoning, subdivision, lakeshore or floodplain application is received by either party which involves land located inside and outside of that party's jurisdictional area, as established by this Agreement, the parties' planning staffs shall meet and determine whether such application should be processed by only one party, and if so which party is appropriate for such processing. If the proposal involves connection to the City's water and/or sewer utilities, then the City shall process such application.

10. Development in Watershed. Based upon the City's concerns with its watershed, the parties agree that if a proposed development in Sections 5, 8, 9, or 16, Township 31 North, Range 21 West, P.M.M., Flathead County, Montana, would result in a density of one dwelling unit per 5.0 acres, or higher, the boundaries of the New Jurisdictional Area shall be amended to include such property within the New Jurisdictional Area and the City shall undertake to review the project.

11. State Lands. With the exception of incorporating the text and maps of the existing Whitefish City-County Master Plan Year 2020 into the Flathead County Master Plan, as it pertains to the land which will be removed hereby from the City's current jurisdictional area, the County shall not take action with respect to land use decisions on State lands until after the existing Advisory Committee, the DNRC, and the State Land Board have completed their work and presented a neighborhood plan to Flathead County. At such time, and prior to making any land use decisions with respect to such State lands, the Flathead County Commissioners shall schedule a joint meeting with the Whitefish City-County Planning Board and the Whitefish City Council in order to obtain input. After receiving such input at such joint meeting, the Flathead County Commissioners shall thereafter be entitled to take such action with respect to such State lands as they deem appropriate.

12. No New Entity. No separate legal entity is created pursuant to the terms of this Agreement, although the parties agree that the previously created Planning Board and Lakeshore Protection Committee shall continue in existence.

13. No Jointly Owned Property. The parties shall not jointly acquire or own any property; nor shall the parties be required to contribute funds or bear any expenses other than those identified herein.

14. Regular Review. The parties shall meet yearly to discuss generally the topics covered by this Agreement. Every five (5) years after the execution of this Agreement the parties shall meet to review the jurisdictional areas identified herein to jointly determine whether any modification is warranted.

15. Entire Agreement – Duration. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between



known to me to be the City Manager and City Clerk respectively, and acknowledged to me that they were duly authorized to execute the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year first above written.

Vanice Wordbeck  
Printed Name: Vanice Wordbeck  
Notary Public for the State of Montana  
Residing: Whitefish  
My Commission expires: 2-23-2008

(seal)

\* \* \* \* \*

BOARD OF COMMISSIONERS  
Flathead County, Montana

By: Gary D. Hall  
Gary D. Hall, Chairman

ATTEST:

By: Kimberly Moser  
Kimberly Moser, Clerk

STATE OF MONTANA )  
 ) s.s.  
COUNTY OF FLATHEAD )

(seal)

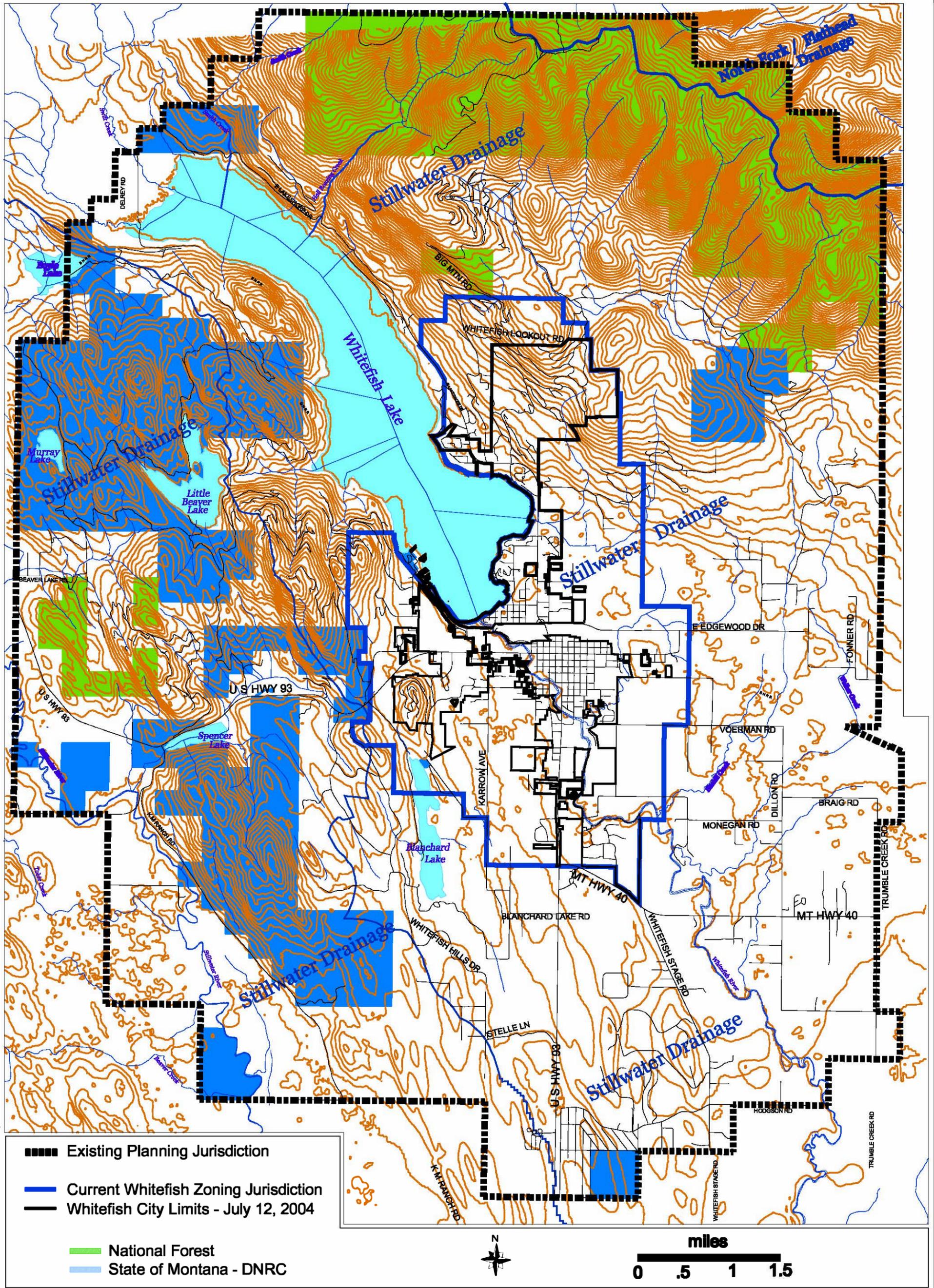
On this 25 day of January, 2005, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **GARY D. HALL and KIMBERLY MOSER**, known to me to be the Chairman and Clerk respectively of the Board of Commissioners, and acknowledged to me that they were duly authorized to execute the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year first above written.

Debbie L. Boreson  
Printed Name: Debbie L. Boreson  
Notary Public for the State of Montana  
Residing: Kalispell, Montana  
My Commission expires: July 16, 2005

(seal)

# EXHIBIT A - EXISTING WHITEFISH PLANNING JURISDICTION





14. Refer to the planning board for placement all uses not categorically permitted but deemed to be synonymous by the zoning administrator. The planning board shall reserve the right to declare a new use and thus require a zoning ordinance amendment for placement of the new use.

C. Restrictions: The zoning administrator shall not:

1. Make any changes in the uses categorically permitted in any zoning classification or zoning district, or make any changes in the terms of these zoning regulations, or make any changes in the terms, classifications or their boundaries on the official zoning map without the prior specific direction of the city council requesting that he do so.

2. Issue any conditional use permit or variance without the specific direction to do so from the city council or the board of adjustment. (Ord. A-407, 3-15-1982)

11-7-4: **ZONING COMMISSION:**

A. Creation, Composition And Compensation:

1. The zoning commission for the city shall be the Whitefish city/county planning board, which shall then be referred to as the planning board<sup>1</sup>.

2. The membership of the planning board shall consist of nine (9) members representative of areas, both within and without the incorporated limits of the city whose terms, etc., are set forth in state law<sup>2</sup>, and the rules of procedure adopted by the Whitefish city/county planning board.

3. The members of the planning board shall serve without compensation, other than reimbursement for approved budgeted expenditures incurred in carrying out the functions of the zoning commission. (Ord. A-407, 3-15-1982)

4. It is hereby established as city policy that the city council shall not appoint to the city/county planning board or to the board of adjust-

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1. MCA § 76-1-101.

2. MCA § 76-1-201 through 76-1-204.

ment on a permanent basis any member of the Whitefish city council; provided, however, that members of the city council may be appointed to such boards on a temporary basis (not exceeding 3 consecutive months) in order to fill in for an absent board member or to fill a vacant position. (Ord. 02-02, 2-4-2002)

- B. Powers And Duties: It shall be the duty of the planning board to hold public hearings where necessary and make recommendations to the city council on all matters concerning or relating to the creation of zoning districts, the boundaries thereof, the appropriate regulations to be enforced therein, the amendments of these regulations and any other matter within the scope of the zoning power. The planning board shall give to the city council, not less than biennially, a brief report of the state of the zoning ordinance and map. The planning board is also authorized to confer and advise with other city, county, regional or state planning or zoning commissions. (Ord. A-407, 3-15-1982)

11-7-5: **BOARD OF ADJUSTMENT<sup>1</sup>:**

- A. Creation, Composition And Compensation:
1. There is hereby created a board of adjustment. (Ord. A-407, 3-15-1982)
  2. The board shall consist of seven (7) members appointed by the city council with at least one member residing in the extraterritorial jurisdiction and the remaining residing within the corporate limits of the city. (Ord. 03-06, 4-7-2003)
  3. Board members shall serve without compensation.
- B. Powers And Authority:
1. The powers and duties and terms of office are set forth in Montana code 76-2-321 through 76-2-328 and the rules of procedure adopted by the city board of adjustment.

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1. See also title 2, chapter 3 of this code.

ORDINANCE NO. 02-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ESTABLISHING CITY POLICY PREVENTING THE APPOINTMENT OF A CITY COUNCIL MEMBER TO THE CITY/COUNTY PLANNING BOARD AND THE BOARD OF ADJUSTMENT.

WHEREAS, Section 76-1-201(1)(b), M.C.A., provides that of the City/County Planning Board's 9 members, the City Council shall appoint 2 official members who reside within the City limits and who may be employed by or hold office in the City; and

WHEREAS, Section 76-2-322(1), M.C.A., provides that the City Council shall appoint members to the Board of Adjustment, but does not specify whether appointees may be employed by or hold office in the City; and

WHEREAS, the Whitefish Zoning Jurisdiction Regulations are silent on the issue of whether appointees to the City/County Planning Board and the Board of Adjustment may be employed by the City or hold office in the City; and

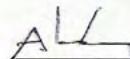
WHEREAS, it is in the best interest of the City of Whitefish, and its inhabitants, that the City establish a policy preventing City Council members from being appointed to the City/County Planning Board and to the Board of Adjustment on a permanent basis;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Whitefish, Montana as follows:

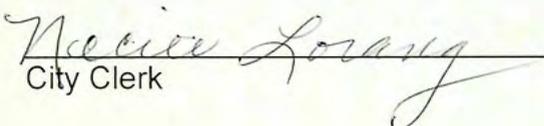
1. It is hereby established as City policy that the City Council shall not appoint to the City/County Planning Board or to the Board of Adjustment on a permanent basis any member of the Whitefish City Council; provided, however, that members of the City Council may be appointed to such boards on a temporary basis (not exceeding three consecutive months) in order to fill in for an absent board member or to fill a vacant position.

2. This Ordinance shall take effect 30 days after its adoption by the City Council, and approval by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, THIS 4TH DAY OF FEBRUARY, 2002.

  
MAYOR

ATTEST:

  
City Clerk

Councilor Jacobson said she was shocked to hear when Sue Ann Grogan was hired as manager of Mountain View Manor. Councilor Jacobson said in effect, the City lost Sue Ann Grogan because that is a huge management job, she won't have time for other projects. Councilor Jacobson said Sue Ann Grogan did not come to let the City know she was getting that job, and now they have put the City off until April or longer. Councilor Fitzgerald said she felt most of the Council's concern is that the employee is one of the City's, not of the Whitefish Housing Authority. City Manager Marks said that was the feeling he was getting from the Council. He said there may be an arrangement where the employee could be shared - he didn't know, but if Council gives him a direction, he said he would figure out a way to make it work. He said he certainly would not turn his back on anyone who has been working in efforts toward affordable housing. City Manager Marks said the Planning Board's efforts have been on zoning issues and he didn't feel this new person would be covering that ground. He said he felt this person would be dealing more with the finance issues and direct housing issues related to affordable housing. And, he said, the City's back will not turn it's back on people who have been working on these issues, it will still be a cooperative effort between the City and the Housing Authority and the options opened up the by Planning Board. Councilor Hope said he supported Councilor Fleming's motion. Councilor Jacobson said she is excited to hear the information from Kalispell. Councilor Gwiazdon cited the great article in today's paper talking about a first for Montana accomplished by Kalispell on a program for affordable housing. Councilor Askew said there was another article, earlier, about grant money being available for application. City Manager Marks noted another work session is scheduled for the 2<sup>nd</sup> meeting in February with the Housing Authority.

**The motion passed unanimously.** Staff will come back to the Council with a proposal for their review and consideration.

City Manager Marks said, in addition to the scheduled work session in February, arrangements are being made for a Council tour of Kalispell's program.

Councilor Fleming said, along with staff's review of zoning amendments, she would also like to propose Council and Staff to consider alternative tools for developers to use to provide affordable housing; other than reduction or wavier of City fees. She said in her research on the issue and in talking to Susan Moyer, it causes problems because people are being treated differently; some get waivers, others don't. She said it causes problems because it is discriminatory. She asked Council and Staff to think about it.

**Councilor Fleming offered a motion, seconded by Councilor Jacobson, to direct Staff to prepare legislation providing that no City Council member may serve on the Board of Adjustments or the City-County Planning Board.**

Discussion: Councilor Fleming said this came up during Council's interviews of volunteers for citizen's boards. She said it reflects the requirement that when Council makes a decision on quasi-judicial matters, their decisions should be made freely on staff reports, findings of fact and relative public comments, and not prejudiced by preconceived ideas made during other testimony or a previous decision made while serving on another board. She said she found it difficult to separate issues while she served on both the Planning Board and the Council. She said it is also a perception issue of the applicant, even if the Council member can clearly make a new decision after deciding previously while serving in the other position. Councilor Fleming felt it was important regarding these two other Boards that make decisions regarding property issues. Councilors Fitzgerald and Hope expressed support for

Councilor Fleming's motion but noted it would be important that the legislation provides for the filling of appointments for quorum or temporary needs.

**The motion passed by unanimous approval.** The legislation will come back to the Council for their review and consideration.

Councilor Fleming noted the sign on the Jimmy Lee property should be removed. She said it is an abandoned sign and doesn't want to allow a similar situation to the Cheap Sleep scenario. She said she also noticed in the site review notes more landscaping was required and she wondered about the procedure. Do all applicants receive notice of landscaping requirements and sign requirements? City Manager Marks said yes, applicants are notified of those requirements during site review, but he will follow up on it.

Councilor Fitzgerald said she just wanted the outgoing Councilors to know she would miss them. She said it has been an incredible two years. She said the diversity among this Council created good results and she has learned a lot and enjoyed the experience and the people very much.

Councilor Hope said he and Mayor Feury had a meeting with John Kramer a few weeks ago. Councilor Hope said John Kramer is the one who offered the \$2000 to help conduct a local survey relating to a variety of growth matters, pedestrian/bike trails, signs, etc. Councilor Hope said Mr. Kramer is anxious to get that done in the next six months. Councilor Hope said it is a great time to do it – it would be a great help to the new Councilors. Councilor Hope said he would like to accept Mr. Kramer's offer and have a survey conducted in a statistically valid fashion. Councilor Hope asked staff if that would be possible in the next six months? City Manager Marks reported the survey is ready in draft form and he is planning its implementation.

Councilor Hope said he has been considering his closing comments and he was thinking of summarizing the time he has spent here and present a list of his accomplishments. Upon consideration, he said, he hasn't accomplished anything alone – the accomplishments have been done along with a group of other Councilors and Mayors. Together, he said, they have done a lot of really good things for the City. To list a few; Community Center project, the Resort Tax, property tax relief, bonding the TIF benefiting the City streets, etc, he said. He said that is the thought that he would like to leave for the new City Council, it's a cooperative effort.

Councilor Askew said he wanted to add his appreciation for the opportunity of working with the three Councilors who are leaving. He said he, too, he has learned a lot. Councilor Askew said he was going to review some Parking Committee issues; but the other members of that Committee who were here earlier have left so he said he would discuss those another time. He commented about the copy of the light ordinance from Tempe, AZ, a copy of which went to all the Councilors. He said it was interesting and good information for consideration. He asked if this Council had any interest in pursuing further meetings with the County Commissioners regarding the extra-territorial jurisdiction agreement; but no action was taken. Councilor Askew said he had previously presented an idea about sending a Welcome Letter to newcomers; listing local interest groups within the community. He would like to get that letter implemented in a process.

The motion to approve the first reading of Ordinance No. 02-01; Expanding membership of Resort Tax Monitoring Committee as amended above was approved unanimously.

**8b. Ordinance No. 02-02; Barring appointment of City Councilors to Planning Board and Board of Adjustments.**

City Manager Marks reported the Council had passed a motion on December 3, 2001, directing staff to draft an ordinance barring City Councilors from serving permanently on the City-County Planning Board and the Board of Adjustments. City Manager Marks said he supported this ordinance because it removes any question of objectivity of a Council member making a decision based on previous consideration while serving on another board.

**Councilor Fitzgerald offered a motion, seconded by Councilor Adams, to approve the first reading of Ordinance No. 02-02; Establishing city policy preventing the appointment of a City Council member to the City-County Planning Board or the Board of Adjustments. The motion passed unanimously.**

City Manager Marks said he had one other item he would like to discuss with Council. He said several months ago the Council received recommendations from the Parking Committee and one of those recommendations dealt with a long-standing problem for parking for train passengers. He said he and Councilor Adams discussed the recommendation and looked at the parking lot north of the library that was called out by the Parking Committee. City Manager Marks said the recommendation from the committee is a good one – there is City parking there that is being underused – a public investment has been made but with not much benefit. City Manager Marks asked the Council if they wished to direct staff to take this under further review, discuss parking needs with Amtrak, order some signs and come back to the Council with a resolution providing for long-term parking for rail passengers as an agenda item?

**Councilor Adams offered a motion, seconded by Councilor Fitzgerald, to conditionally approve this concept so staff can start ordering appropriate signs, approach Amtrak and further review this concept for a resolution to be placed on the Council agenda.**

Discussion: Councilor Adams said City Manager Marks' conversation with Amtrak will help work out the details of how many spaces are needed and to determine the length of an average stay. He said this has been a problem for rail passengers and feels it can be easily addressed. Currently many people rent parking from the Downtowner Motel, but then have to carry their suitcases about four or five blocks back to the train. Councilor Garberg complimented City Manager Marks about being proactive to solve a problem but is concerned about directing staff to begin the process prior to legal and formal council approval, (before the resolution is in place). City Manager Marks agreed that was a good point and he will wait for the legal direction from the Council. Councilor Askew wondered how it will be administered and assures that it is rail passengers who are using the designated parking? City Manager Marks said it needs to be user-friendly and properly signed, it won't be a moneymaker for the City. The details will have to be worked out and he will be discussing the possibilities when he talks to Amtrak, and the Code Enforcement Officer will patrol it.

The following pages were handed out at the City Council meeting the night of the meeting. They are included here as an addendum to the packet.

## John Wilson

---

**From:** Michael Jamison [mjamison@npca.org]  
**Sent:** Monday, May 05, 2014 12:57 PM  
**To:** jwilson@cityofwhitefish.org  
**Cc:** cstearns@cityofwhitefish.org; jmuhlfeld@cityofwhitefish.org; nlorang@cityofwhitefish.org  
**Subject:** Parking resolution 5-5-2014

Mr. John Wilson,

Thank you for your time in considering some amount of limited on-street parking in the area of West 6<sup>th</sup> St, West 5<sup>th</sup> St, Geddes Ave, Jennings Ave, West 3<sup>rd</sup> St and Good Ave, between Baker Ave and West 2<sup>nd</sup> St.

Having reviewed the parking maps under consideration, I strongly encourage city staff and Council to explore options that provide limited on-street parking in a portion of the affected neighborhood. Doing so, I believe, will serve to slow traffic, as well as to mediate for reduced driveway size that has resulted from the 2013 street-width expansion.

Specifically, I believe it is imperative to offer parking on the east side (north bound) of Geddes, between 4<sup>th</sup> and 5<sup>th</sup>.

West-side parking, as noted on current maps, is complicated by the three-way intersection at 4<sup>th</sup>, the west-side placement of a fire hydrant, and the lack of west-side sidewalks.

An east-side parking area eliminates these obstacles, and allows for homeowners to accommodate occasional guests.

An absolute restriction on parking in this area poses a very real burden to those whose property and topography preclude additional off-street parking. Without some accommodation, guests will be forced to walk a considerable distance, after parking in front of neighboring 4<sup>th</sup> St. residences.

I understand the constraints under which the city must operate, in particular with regard to street maintenance, plowing and emergency services. I also understand the speeds at which drivers already are traveling on the wider street, when the entire width is clear. We have measured the street, and have experienced two cars passing (north-south) alongside a parked car (effectively stacking three cars wide as they pass). While drivers must slow in this scenario, current street width is ample to accommodate such passage.

I suggest that staff and Council consider, at least as a starting point, an ordinance that includes some limited on-street parking, with the understanding that future restrictions may be put in place if and when it becomes clear that such a measure does, in fact, interfere with city operations and public safety.

Thank you again for your time and consideration,

Michael Jamison  
401 & 409 Geddes  
Whitefish, MT 59937

**Subject:** 5/5 Meeting info

**From:** Mark <nwtoolrepair@gmail.com>

**Date:** 5/5/2014 12:34 PM

**To:** nlorang@cityofwhitefish.org

Necile

Greetings

Is there a chance you could e-mail or get these to the Council for tonight?

I hope to attend tonight. I'm not sure if I can talk at the beginning of the meeting on the parking or when it comes up on the agenda?

Thank you

Mark VanNyhuis

415 Geddes Ave

Whitefish

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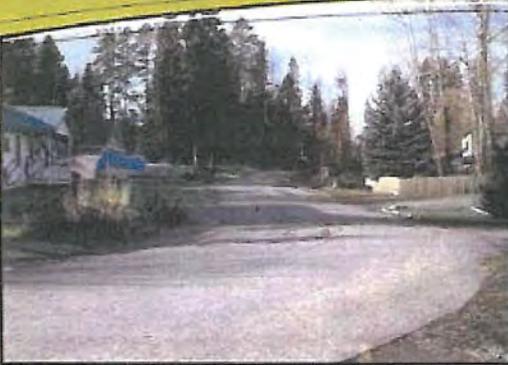
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ISSUE  
**3**  
FEBRUARY  
2012

PROJECT  
INFORMATION  
NEWSLETTER

# 6th Street & Geddes Avenue Reconstruction Project

25+ ~~ADJACENT~~ PROPERTIES  
15 COLLECTED  
STREETS ARE BETWEEN  
14' 10" - 20' 3" -






### Project Update - Scott Avenue Lift Station Construction

LHC, Inc., completed the majority of the construction for the Scott Avenue Lift Station Sewer Improvements Project last fall. LHC was able to finish all the underground piping and subsurface structural components for the new lift station before the onset of winter weather. Some limited work remains in the vicinity of the lift station that will be completed this spring.

### Project Update - Street Reconstruction Planned to Begin in July

With the completion of the Scott Avenue Lift Station Improvements just around the corner, the City of Whitefish is moving forward with the design and construction of the 6th & Geddes Roadway Reconstruction Project. The project has been split into the following two phases:

- Phase I - W 6th Street (west of Baker), Flint Avenue & W 5th Street (east of Geddes)
- Phase II - Geddes (north of W 5th Street), Jennings & Good Avenue's.

Phase I is scheduled for construction this summer/fall, while Phase II is scheduled for summer/fall construction in 2013.

### Phase I - Proposed Improvements & Upcoming Public Meeting

The current design will provide a sidewalk along the entire project corridor. This includes sidewalk along Flint Avenue and W 5th Street; sections of roadway that were previously planned to have new sidewalk.

**The design provides limited on street parking between Baker and O'Brien Avenue's. On street parking is otherwise not feasible along this narrow corridor.**

Mail delivery and pick-up is expected to change in this area. According to the Postal Service mail will be delivered to locked mail box banks. Two (2) new mail box bank lockers are planned as part of this project; one at 6th & Scott and the other at 6th & Lupfer. Existing mail boxes will be removed and returned to their owners as they will no longer be used by the Postal Service.

To review these and other project elements, the City of Whitefish has scheduled the following public meeting:

**Public Meeting - 6th & Geddes - Phase I**  
**When: Thursday, February 9, 2012**  
**Where: Whitefish Council Chambers**  
**(418 East Second Street, Whitefish)**  
**Time: 6:00pm**

Hope to see you at the meeting! If you have any questions, please feel free to contact: Brandon Theis (Project Manager) at 752-5025 or 212-4915.



**RPA**  
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City of  
Whitefish

# ENGINEERING STANDARDS



February 2009

City of Whitefish  
Public Works Department  
P.O. Box 158  
Whitefish, Montana 59937  
(406)863-2460

1

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CITY OF WHITEPINE ENGINEERING STANDARDS  
FEB-2009

**TABLE 8 - 1**

**ROAD DESIGN STANDARDS FOR LOCAL SUBDIVISION STREETS**

<u>DESIGN STANDARDS</u>	<u>ARTERIAL</u>	<u>COLLECTOR</u>	<u>LOCAL</u>	<u>LID/ RURAL</u>	<u>PRIVATE LOCAL</u>
Minimum Right-of-Way <sup>2</sup>	80 ft.	60 ft.	60 ft.	60 ft.	50 ft.
Minimum Asphalt Width	<sup>3</sup>	<sup>3</sup>	24 ft. <sup>4</sup>	20 ft. <sup>5</sup>	20 ft.
Maximum Grade	6%	8%	9%	9%	9%
Cul-de-sac turn around:					
a. Outside Asphalt Radius			50 ft.	50 ft.	50 ft.
b. Minimum Outside Right-of-Way Radius <sup>6</sup>			60 ft.	60 ft.	55 ft.
c. Length			See Table 2		

<sup>1</sup> Average net residential density of 1 acre or less. Low Impact Design requires approval by the City Engineer.

<sup>2</sup> Terrain and design constraints may dictate greater right-of-way

<sup>3</sup> Design approved by the City Engineer.

<sup>4</sup> Where parking is required on both sides of street, 34 feet minimum roadway width is needed.  
Note: Where density exceeds 8 units/net acre, parking is required on both sides of street unless overflow/visitor parking demands are met elsewhere

<sup>5</sup> No parking allowed on 20 feet rural street.

<sup>6</sup> Right-of-way radius is intended to accommodate sidewalk & boulevard requirements.

Parking 8' FROM DRIVEWAYS



# NEIGHBORHOOD STREET DESIGN GUIDELINES

*An Oregon Guide for Reducing Street Widths*

**A Consensus Agreement by the Stakeholder Design Team**

**November 2000**

**Prepared by the Neighborhood Streets Project Stakeholders**



The width of streets also affects other aspects of livability. Narrow streets are less costly to develop and maintain and they present less impervious surface, reducing runoff and water quality problems.

The topic of automobile speeds on neighborhood streets probably tops the list of issues. Where streets are wide and traffic moves fast, cities often get requests from citizens to install traffic calming devices, such as speed humps. However, these can slow response times of emergency service vehicles creating the same, or worse, emergency response concerns than narrow streets.

Oregon's Land Conservation and Development Commission recognized the values associated with narrow street widths when it adopted the Transportation Planning Rule. The rule requires local governments to establish standards for local streets and accessways that minimize pavement width and right-of-way. The rule requires that the standards provide for the operational needs of streets, including pedestrian and bicycle circulation and emergency vehicle access.

*Why Are Emergency Service Providers Concerned?*

Street width affects the ability of emergency service vehicles to quickly reach a fire or medical emergency. Emergency service providers and residents alike have an expectation that neighborhood streets provide adequate space for emergency vehicles to promptly reach their destination and for firefighters to efficiently set up and use their equipment.

Fire equipment is large and local fire departments do not have full discretion to simply "downsize" their vehicles. Efforts by some departments to do this have generally not been successful, since these smaller vehicles did not carry adequate supplies for many typical emergency events.

The size of fire apparatus is driven, in part, by federal Occupational Health and Safety Administration (OSHA) requirements and local service needs. The regulations require that fire trucks carry considerable equipment and that firefighters ride completely enclosed in the vehicle. In addition, to save money, fire departments buy multi-purpose vehicles that can respond to an emergency like a heart attack or a traffic accident, as well as a fire. These vehicles typically provide the

7 E

first response to an emergency. An ambulance will then provide transport to a hospital, if needed. To accommodate the need to move the vehicles and access equipment on them quickly, the Uniform Fire Code calls for a 20-foot wide clear passage. *INTERNATIONAL FIRE CODE*

The risk of liability also raises concerns about response time and the amount of equipment carried on trucks. A successful lawsuit in West Linn, Oregon found that a response time of eight minutes was inadequate. The National Fire Protection Association, which is the national standard-setting body for the fire service, is proposing new rules that would require a maximum four-minute response time for initial crews and eight-minute response for full crews and equipment for 90% of calls. Fire departments have also been sued for not having the proper equipment at the scene of an accident. This puts pressure on departments to load all possible equipment onto a vehicle and increases the need to use large vehicles.

III. Background

Residential streets are complex places that serve multiple and, at times, competing needs. Residents expect a place that is relatively quiet, that connects rather than divides their neighborhood, where they can walk along and cross the street relatively easily and safely, and where vehicles move slowly. Other street users, including emergency service providers, solid waste collectors, and delivery trucks, expect a place that they can safely and efficiently access and maneuver to perform their jobs. Clearly, balancing the needs of these different users is not an easy task.

Oregon's cities reflect a variety of residential street types. In many older and historic neighborhoods built between 1900 and 1940, residential streets typically vary in width in relation to the length and function of the street. In many cases, a typical residential street may be 24 feet to 28 feet in width with parking on both sides. However, it is not uncommon to find streets ranging from 20 feet to 32 feet in width within the same neighborhood. Newer subdivisions and neighborhood streets built since 1950 tend to reflect a more uniform design, with residential streets typically 32 feet to 36 feet in width with parking on both sides and little or no variation within a neighborhood.

*8*

*Designs For Livability.* Over the last decade, citizens, planners, and public officials throughout the United States have expressed increased interest in development of compact, pedestrian-friendly neighborhoods. The design of neighborhood streets is a key component in this effort. Nationally, the appropriate width and design of neighborhood streets has been the subject of numerous books and articles targeted not just to the planning and development community, but also the general population. In May 1995, *Newsweek* magazine featured an article on neotraditional planning that listed reducing the width of neighborhood streets as one of the "top 15 ways to fix the suburbs." In addition, developments such as Kentlands in Maryland and Celebration in Florida have gained fame by incorporating many of the features of traditional, walkable neighborhoods and towns, including narrow neighborhood streets.

**Chances of a Pedestrian Surviving a Traffic Collision**



**Survival Rates**  
Graphic adapted from "Best Management Practices," Reid Ewing, 1996, data from "Traffic Management and Road Safety" Durkin & Phibby 1992

*Safe and Livable.* There is growing appreciation for the relationship between street width, vehicle speed, the number of crashes, and resulting fatalities. Deaths and injuries to pedestrians increase significantly as the speed of motor vehicles goes up. In 1999, planner Peter Swift studied approximately 20,000 police accident reports in Longmont, Colorado to determine which of 13 physical characteristics at each accident location (e.g., width, curvature, sidewalk type, etc.) accounts for the crash. The results are not entirely surprising: the highest correlation was between collisions and the width of the street. A typical 36-foot wide residential street has 1.21 collisions/mile/year as opposed to 0.32 for a 24 foot wide street. The safest streets were narrow, slow, 24-foot wide streets.

*Award-Winning Neighborhoods.* In Oregon, citizens, non-profit organizations, transportation advocates, and state agencies interested in the livability of our communities have advocated reducing the width of neighborhood streets. Several new developments that include narrow neighborhood streets such as Fairview Village in Fairview, West Bend Village in Bend, and Orenco Station in Hillsboro have received Governor's Livability Awards (See Appendix A for contact

C

**V. A Community Process for Adopting Standards**

Unique issues will arise in each community, whether related to hills, higher density neighborhoods, or existing street patterns. Close collaboration with fire and emergency service providers, public works agencies, refuse haulers, and other neighborhood street users must be maintained throughout the process. This will ensure that the standards developed to meet the general goals of the community will also meet the specific needs of different stakeholder groups.

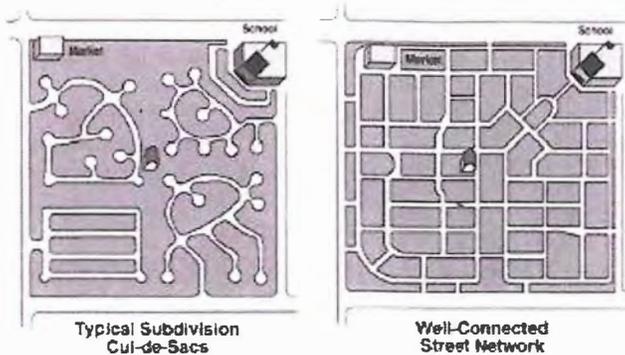
*Through broad-based involvement, educational efforts, and sensitive interaction with stakeholders, a community can adopt new street standards that will meet the transportation needs of the citizens, while providing and encouraging a very livable residential environment.*

The following steps reflect a realistic process development and local government adoption of standards for narrow neighborhood streets.

- Steps for Local Government Consideration and Adoption of Neighborhood Street Standards**
1. Determine stakeholders
  2. Inform/Educate: What is the value of narrow residential street standards?
  3. Ensure dialogue among stakeholders
  4. Identify specific issues, such as seasonal needs and natural features
  5. Prepare draft standards
  6. Review draft with stakeholders/officials/public
  7. Revise, conduct public review, and adopt standards
  8. Implement and ensure periodic evaluation

*Determine stakeholders.* There are many benefits to a community adopting narrow street standards. Many stakeholders share an interest in residential transportation issues. These stakeholders must be included from the outset of any new street standard adoption process.

✓ **Connected Street Networks.** Connected street networks provide multiple ways for emergency response vehicles to access a particular location and multiple evacuation routes. In addition, a connected street system encourages slow, cautious driving since drivers encounter cross traffic at frequent intervals.

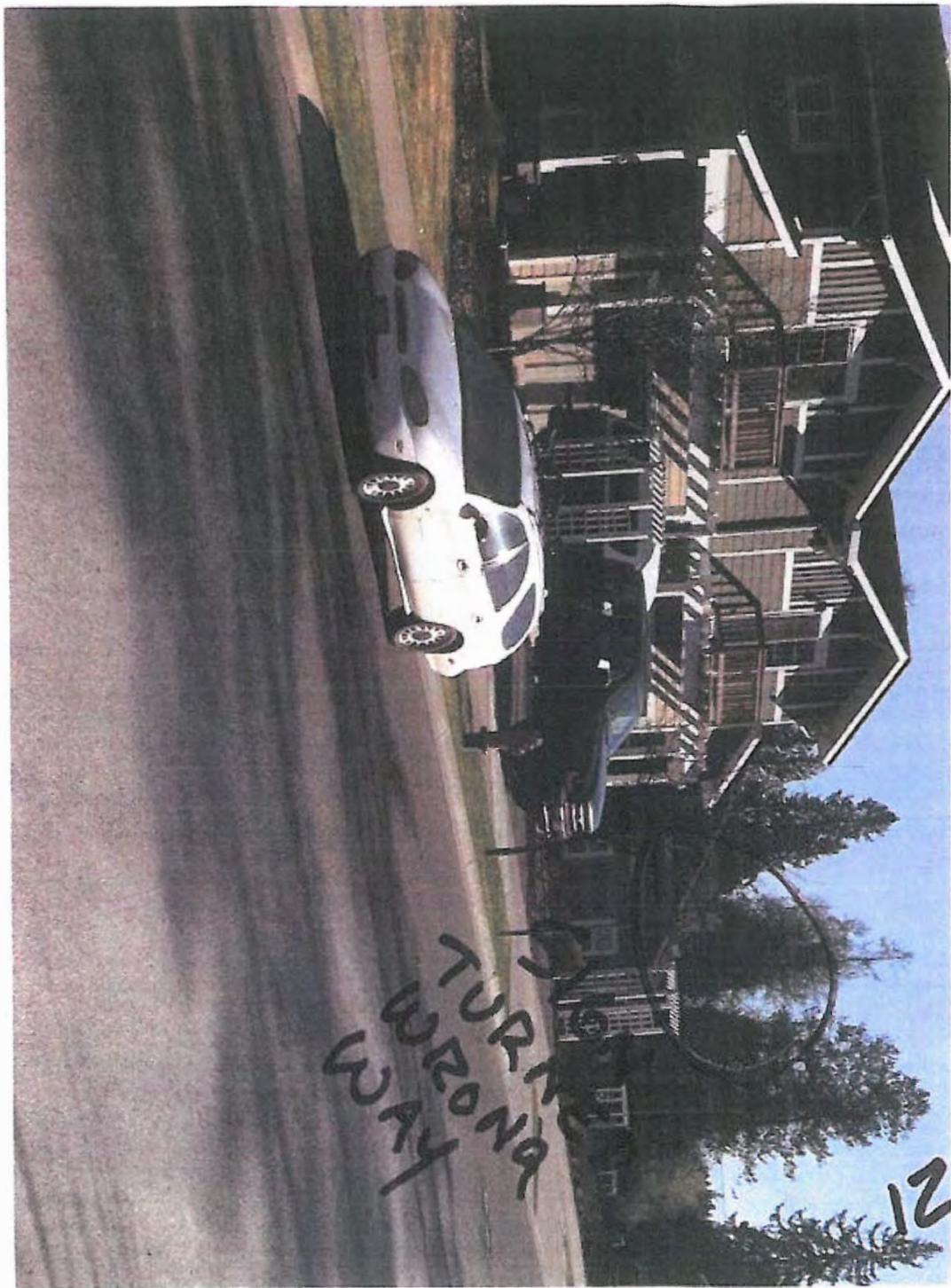


✓ **Adequate Parking.** When parking opportunities are inadequate, people are more likely to park illegally in locations that may block access by emergency service vehicles. Communities need to review their parking standards when they consider adopting narrow street standards to make sure that adequate on-street and off-street parking opportunities will be available.

✓ **Parking Enforcement.** The guidelines are dependent on strict enforcement of parking restrictions. Communities must assure an on-going commitment to timely and effective parking enforcement by an appropriate agency. In the absence of such a commitment, these narrow street standards should not be adopted.

*ARBITER GROOVE 2/11*

✓ **Sprinklers Not Required.** The checklist and model cross-sections provided in this guidebook do not depend upon having fire sprinklers installed in residences. More flexibility in street design may be possible when sprinklers are provided. However, narrow streets still need to accommodate fire apparatus that respond to non-fire, medical emergencies. Other types of vehicles (such as moving vans, public works machinery, and garbage/recycling trucks) also need to be able to serve the neighborhood.

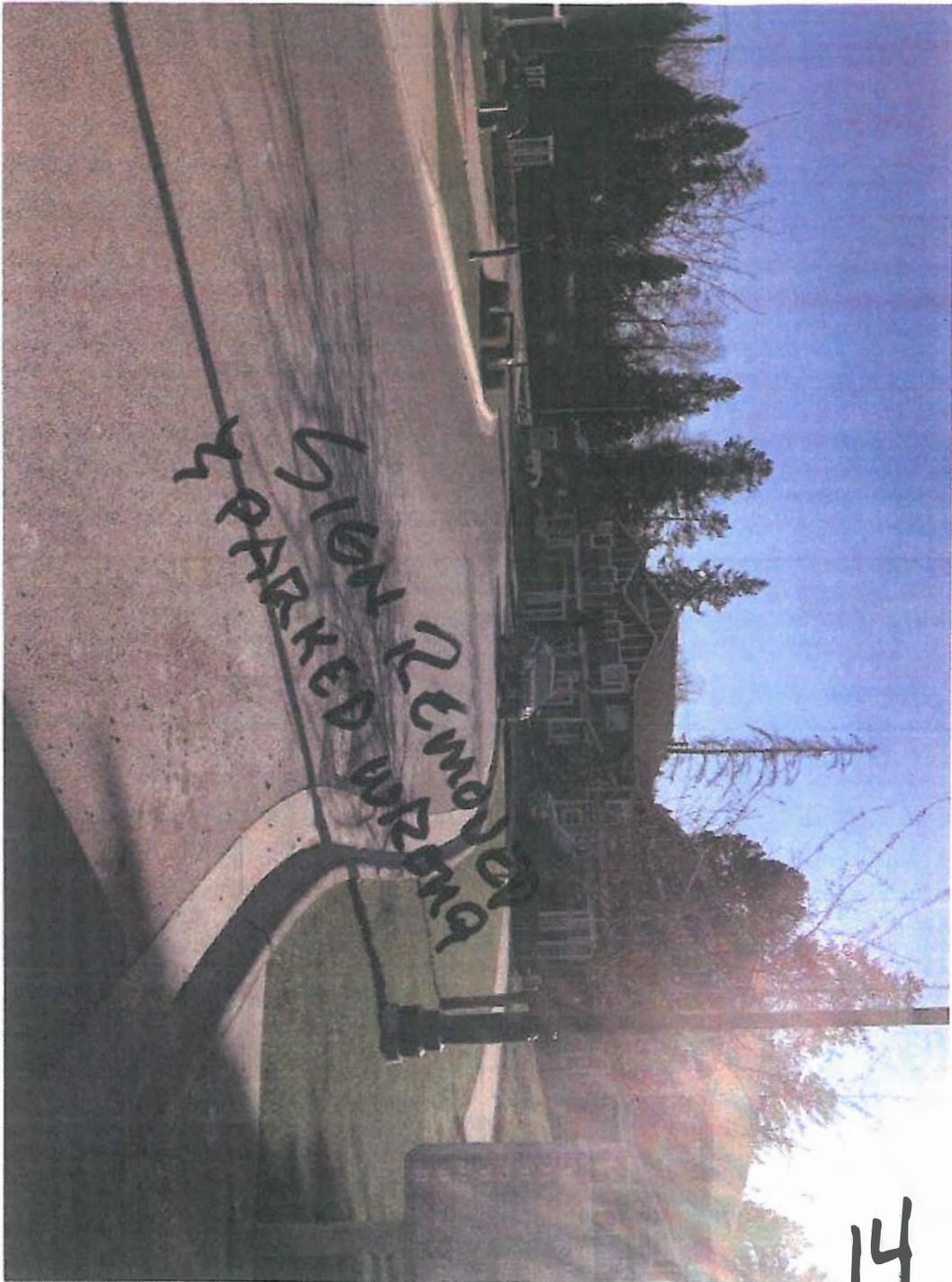


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Attachments:

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The Checklist



Community stakeholder groups should systematically proceed through the checklist below as part of their decision making process. Also, your community may wish to add to this checklist. The format of the checklist includes room for comments: encourage stakeholders to make notes regarding their concerns and record decisions about how the items in the checklist have been addressed.

The factors are interrelated and are best considered together. The items are grouped by category in a logical order, but are not weighted.

Community Process/Decision-Making		Notes
<input type="checkbox"/>	<p><b>Good City Department Working Relations</b></p> <p>Develop good, close working relationships between the fire/emergency response professionals, public works, building officials, land use and transportation planners, engineers, and other large vehicle operators. The goal is to achieve trusting working relationships that lead to effective accommodation of each other's needs related to agreements about neighborhood street standards.</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<input type="checkbox"/>	<p><b>Consistency of Ordinances</b></p> <p>Review all applicable codes and ordinances and make them consistent with the narrow neighborhood street standards you are adopting. Consider performance-based codes and ordinances to address the larger development issues, of which street design is just one part. Amend ordinances only when you have the concurrence of emergency and large service vehicle providers.</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<input type="checkbox"/>	<p><b>Uniformly Allowed</b></p> <p>Uniformly allow narrow neighborhood streets by code and ordinance rather than requiring a special process, such as a variance or planned unit development. Or consider a modification process similar to the City of Beaverton's that uses a multi-disciplinary committee review and approval process during the development review process. See Appendix A for more info.</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<input type="checkbox"/>	<p><b>Community Process</b></p> <p>Determine what your community process will be for developing and adopting neighborhood street standards including following legal requirements, gaining political support, and encouraging public education and involvement. Teamwork and involvement of all large vehicle service providers is a critical component for success. Consider the potential benefits of narrow streets, such as slower traffic, less stormwater runoff, and lower costs. Look for ways to minimize the risk that fire apparatus will not be able to quickly access an emergency and minimize possible inconvenience for other large vehicles. For more information see Chapter V, "A Community Process for Adopting Standards."</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

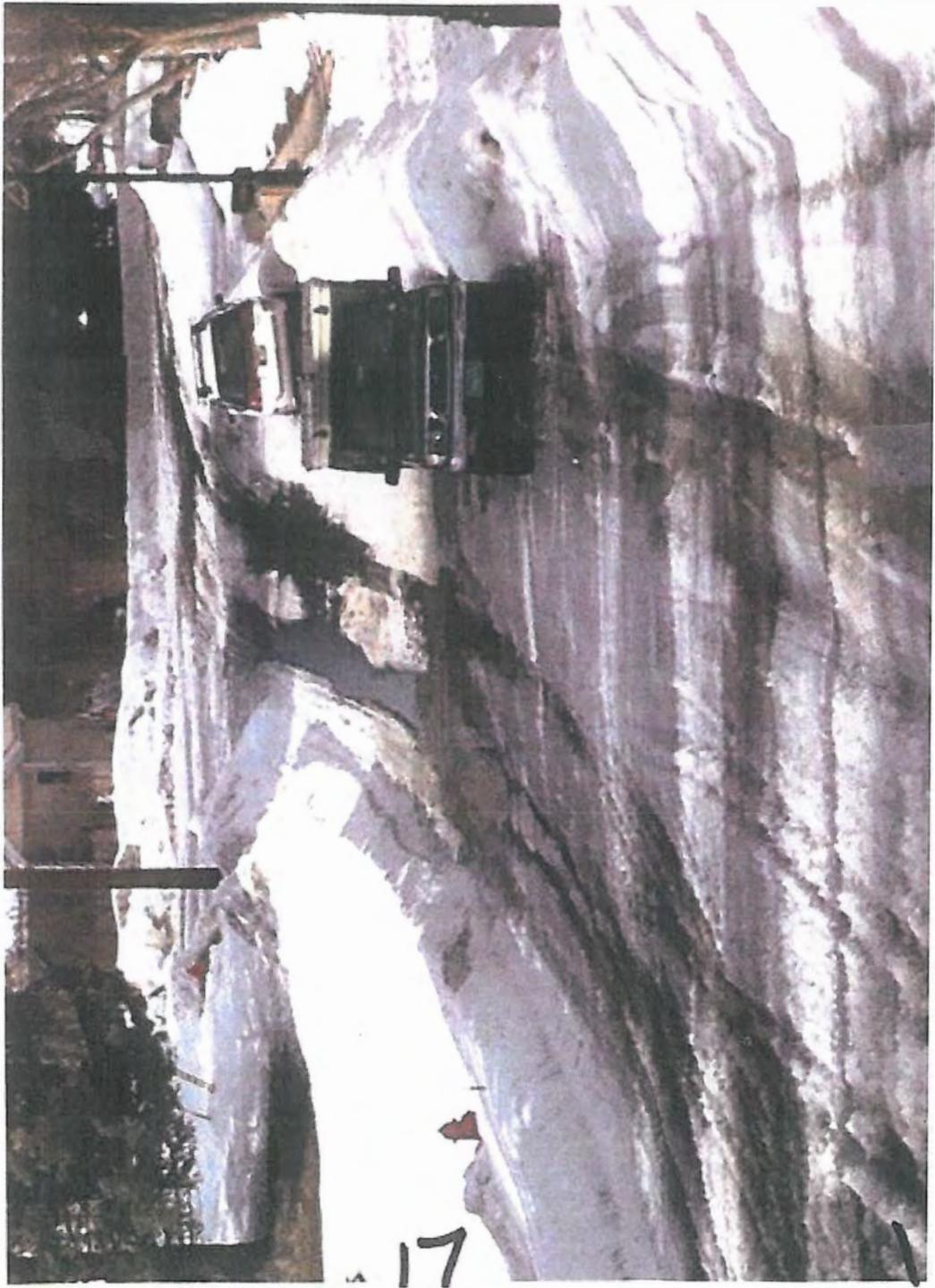
DAKOTA - 30' FROM 5015 - Skules  
 SKULES NORTH - 19' 20' NE PARK

15

<input type="checkbox"/>	<b>Block Length</b>	Notes
	<p>Design block length to enhance street connectivity. Block lengths should generally not exceed 600 feet. As block lengths increase from 300 feet, attention to street width and other design features becomes more important. This is because fire apparatus preconnected hoses are 150 feet in length. With a connected street system and 300-foot block lengths, the fire apparatus can be parked at the end of the block where a fire is located and the hose can reach the fire.</p>	<hr/>
	<p>Coordinate block length requirements with spacing requirements for connection to arterial streets. Preserve integrity, capacity, and function of the neighborhood's surrounding arterials and collectors by adhering to access management standards.</p>	
<b>Local Issues</b>		
<input type="checkbox"/>	<p><b>Evacuation Routes for Wildfire Hazard and Tsunami Zones</b> Designated wildfire hazard or tsunami zones may need wider streets to provide for designated evacuation routes, including 20 feet of clear and unobstructed width. Different communities may have different street standards depending on whether a neighborhood is located in one of these zones or is in a designated evacuation route.</p>	<hr/> <hr/> <hr/> <hr/>
<input type="checkbox"/>	<p><b>Agricultural Equipment</b> If your community is a regional agricultural center, consider adequate passage for agricultural equipment. Discourage passage on residential streets.</p>	<hr/> <hr/> <hr/>
<input type="checkbox"/>	<p><b>Preserving Natural Features</b> If your community has sensitive natural features, such as steep slopes, waterways, or wetlands, locate streets in a manner that preserves them to the greatest extent feasible. Care should be taken to preserve the natural drainage features on the landscape. Street alignments should follow natural contours and features, whenever possible, so that visual and physical access to the natural feature is provided as appropriate.</p>	<hr/> <hr/> <hr/> <hr/>
<input type="checkbox"/>	<p><b>Snow</b> If snow removal and storage is an issue in your community, consider snow storage locations, and whether temporary parking restrictions for snow plowing or storage will be required. Some communities may consider providing auxiliary winter parking inside neighborhoods (though not on residential collectors). Work with your public works and engineering departments to see if any adjustments may be made in terms of operations or street design that would make narrow neighborhood streets work better for your community (wider parkrows to store snow, for instance).</p>	<hr/>

CITY'S PLOWS ARE 12'

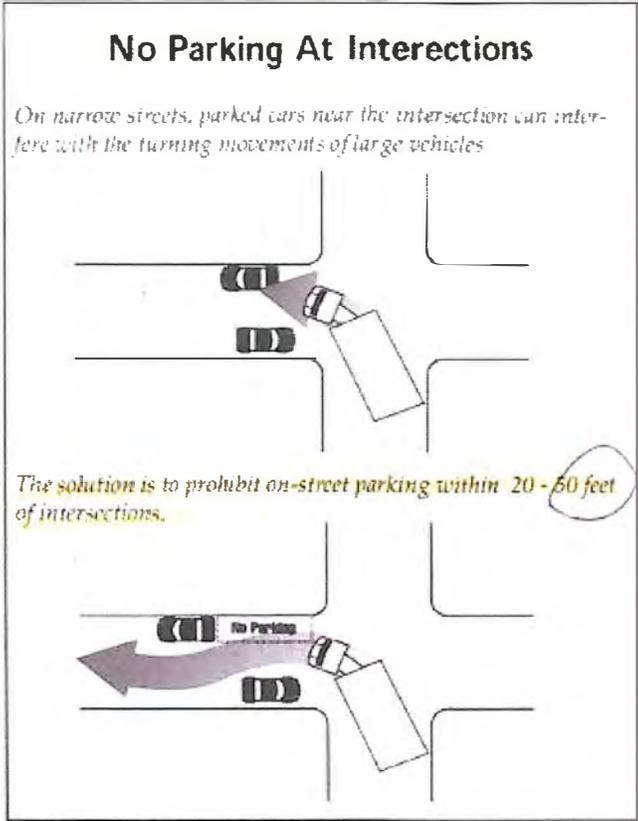
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	<b>Ice</b>	<i>Notes</i>
<input type="checkbox"/>	If maneuvering on icy roads is an issue in your community, consider parking restrictions near street corners, auxiliary winter parking at the base of hills, wider street cross-sections on hills, or seasonal parking restrictions on hills.	_____ _____ _____
<input type="checkbox"/>	<b>Stopping or Hilly Terrain</b> If your community has steep slopes, make special design provisions. This can be done through utility placement, connected streets, sidewalk placement, provision of one-way streets, property access, and minimizing cut and fill slopes.	_____ _____ _____
<input type="checkbox"/>	<b>Other Community Concerns?</b>	_____ _____ _____ _____ _____ _____ _____ _____

18



15' 15F  
15'-20' FROM FIRE HYD-

**VII. Model Cross-Sections**

The following three scenarios are presented as "model standards." However, *they do not represent the full range of possible solutions.* Communities are encouraged to use these as a starting point, innovative solutions can be designed for local situations. Here are a few key points to keep in mind:

- ✓ Streets wider than 28 feet are NOT, by definition, a "narrow street."
- ✓ Two-way streets under 20 feet are NOT recommended. If, in a special circumstance, a community allows a street less than 20 feet, safety measures such as residential sprinklers\*, one-way street designations, and block lengths less than 300 feet may be needed.

\* Fire sprinklers in one and two family structures must be approved by the local building department in accordance with standards adopted by the Building Codes Division under ORS 455.510.

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AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION  
AASHTO—Geometric Design of Highways and Streets  
 US Customary *Green Book* 2.0004

Design Vehicle Type	Passenger Car	Single-Lane Truck	Intercity Bus (Motor Coach)		City Transit Bus	Conventional School Bus (65 pass.)	Large School Bus (84 pass.)	Articulated Bus	Intermodal Semi-trailer	Intermediate Semi-trailer
Symbol	P	SU	BUS-40	BUS-44	CITY-BUS	S-BUS36	S-BUS40	A-BUS	WB-40	WB-50
Minimum Design Turning Radius (ft)	26	42	45	45	42.0	38.0	39.4	39.8	40	45
Center-line Turning Radius (CTR) (ft)	21	33	40.8	40.8	37.8	34.0	35.4	35.5	35	41
Minimum Inside Radius (ft)	14.4	26.3	27.6	28.5	24.5	23.8	25.4	21.3	19.5	17.0
Design Vehicle Type	Interstate Semi-trailer	"Double Bottom" Combination	Triple Semi-trailer	Turnpike Double Semi-trailer	Motor Home	Car and Camper Trailer	Car and Boat Trailer	Motor Home and Boat Trailer	Farm Tractor w/Implement Wagon	
Symbol	WB-52* or WB-67	WB-60**	WB-100T	WB-105C†	MH	P/C	P/B	MHB	TRW	
Minimum Design Turning Radius (ft)	40	45	45	50	40	33	24	50	18	
Center-line Turning Radius (CTR) (ft)	41	41	41	50	30	30	21	45	14	
Minimum Inside Radius (ft)	7.9	4.4	19.0	9.9	14.9	25.9	17.4	32.4 14	10.5	

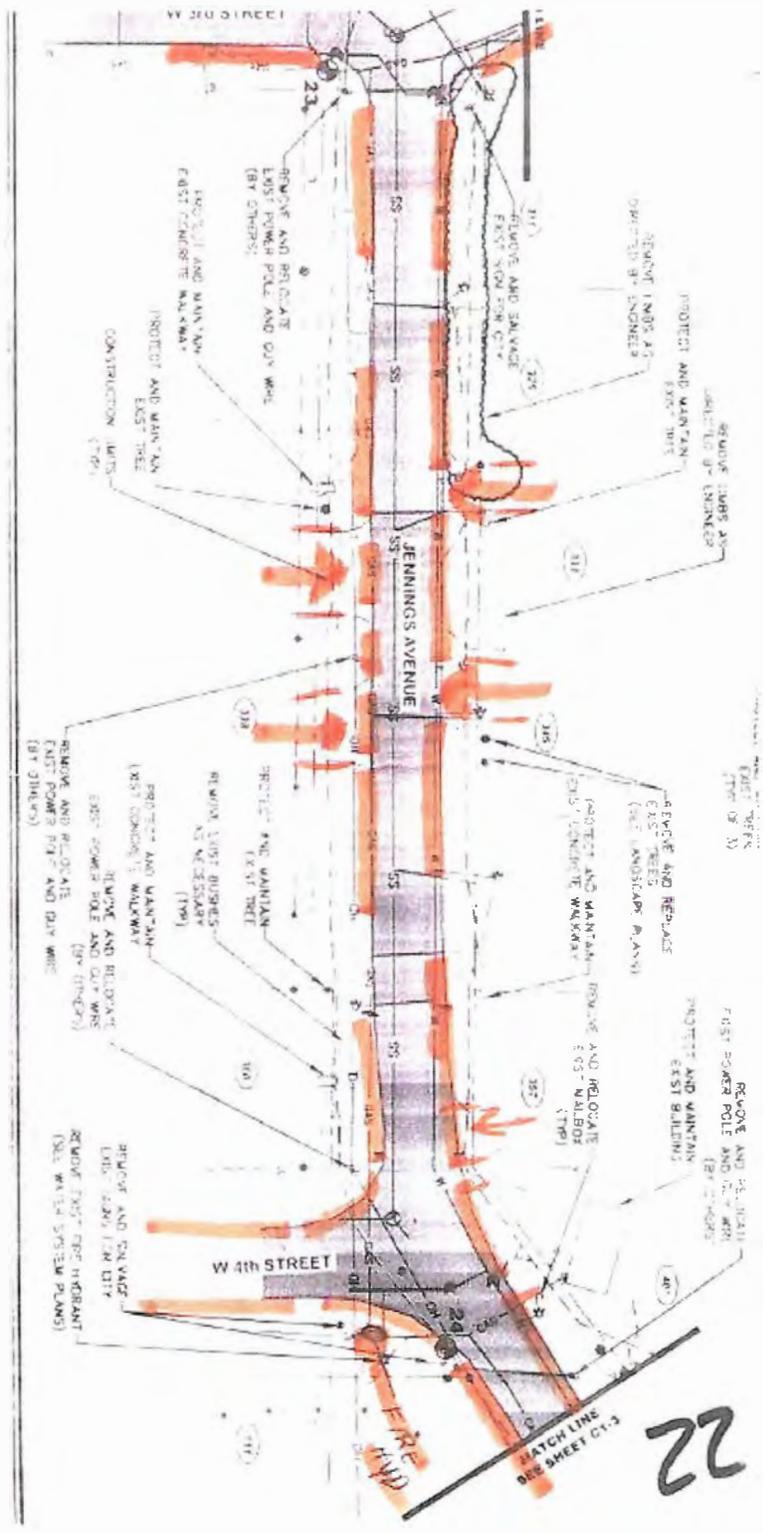
\* = Design vehicle with 48-ft trailer as adopted in 1987 Surface Transportation Assistance Act (STAA)  
 \*\* = Design vehicle with 53-ft trailer as grandfathered in with 1982 Surface Transportation Assistance Act (STAA)  
 † = The turning radius assumed by a designer when investigating possible turning paths and is set at the centerline of the front side of a vehicle. If the minimum turning path is assumed, the CTR approximately equals the minimum design turning radius minus one-half the front width of the vehicle.  
 ‡ = School buses are manufactured from 42-passenger to 84-passenger sizes. This corresponds to wheelbase lengths of 11.0 ft to 23.0 ft, respectively. For these different sizes, the minimum design turning radii vary from 23.8 ft to 39.4 ft and the minimum inside radii vary from 14.0 ft to 25.4 ft.  
 § = Turning radius is for 150-200 hp tractor with one 18-ft long wagon attached to hitch point. Front wheel drive is engaged and without brakes being applied.

Exhibit 2-2. Minimum Turning Radii of Design Vehicles (Continued)

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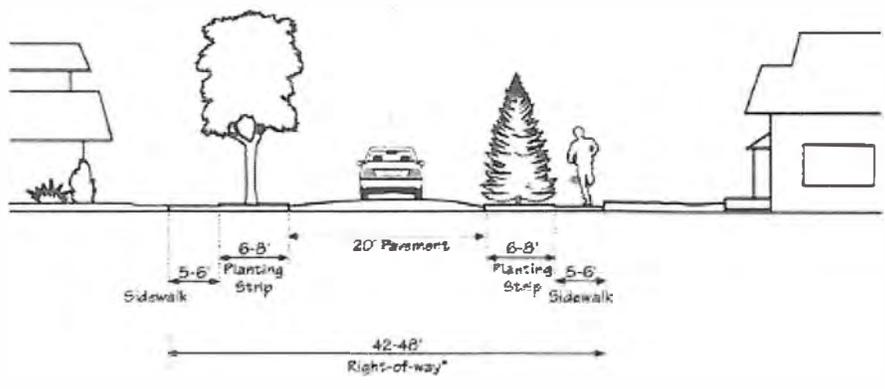
4' FROM CORNER  
STANDARD 10.50'



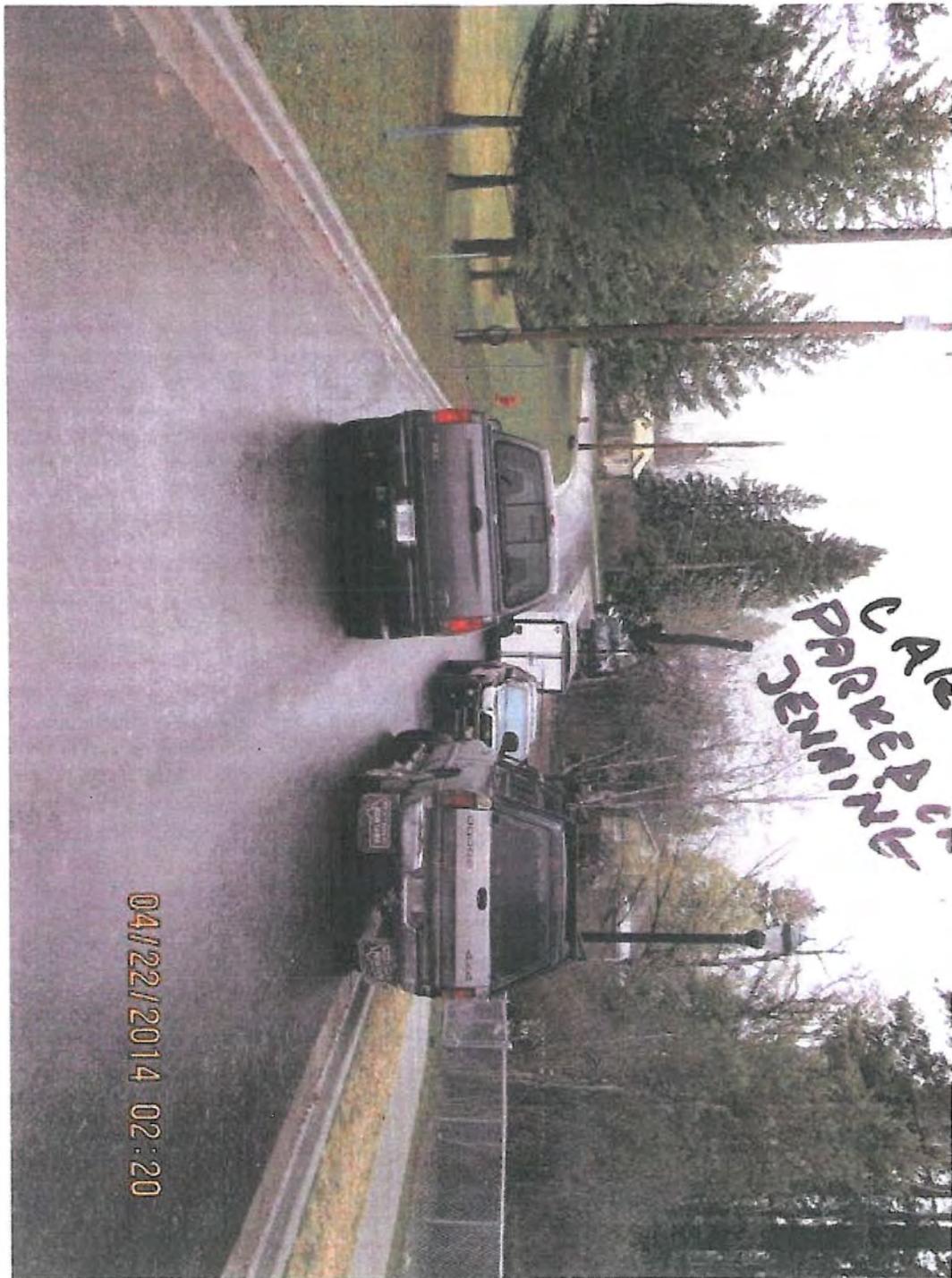
Scenario 3

20 Ft. Streets

No parking allowed

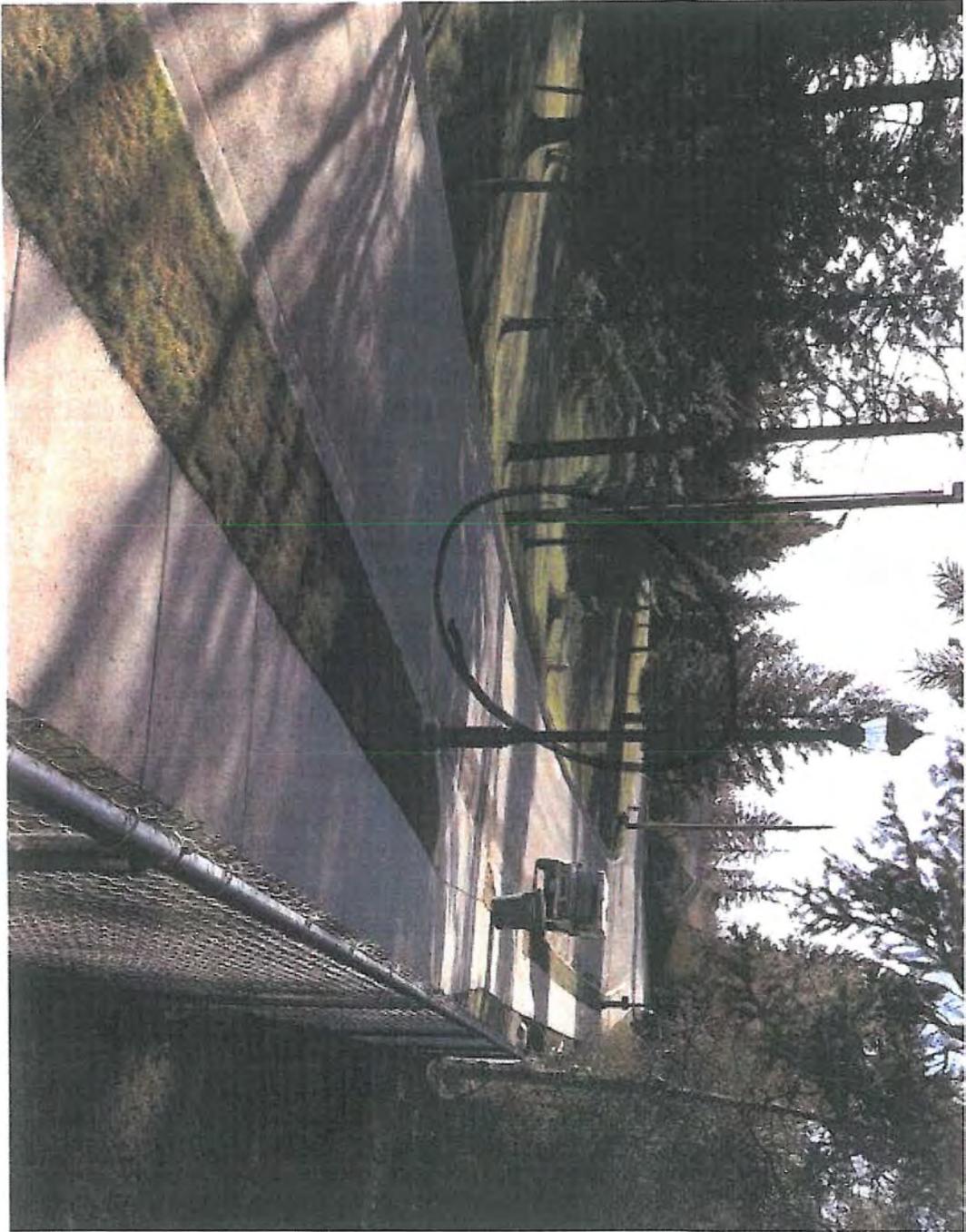


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No. 2147

REQUEST FOR STATEMENTS OF QUALIFICATIONS  
For the Whitefish New City Hall and Parking Structure Façade Project

In accordance with Title 18, Chapter 8 (MCA) and adopted City policy for consultant selection, the City of Whitefish, Montana is seeking Statements of Qualifications from consultant design teams to provide project management, public involvement, analysis, design, and construction management services for the Whitefish New City Hall and Parking Structure Façade Project. Statements of Qualifications will be accepted until 4:30 p.m. on Wednesday, August 7, 2013. The teams will be ranked by a seven to thirteen member Selection Committee and three to five finalists will be invited to interviews and a design competition at a subsequent date.

Copies of the complete Request for Qualifications, including detailed submittal requirements and selection criteria, can be obtained by contacting Chuck Stearns, City Manager, at 406-863-2406; P.O. Box 158, Whitefish, Montana 59937; or [cstearns@cityofwhitefish.org](mailto:cstearns@cityofwhitefish.org).

June 26, July 3, 10, 2013

STATE OF MONTANA  
FLATHEAD COUNTY

AFFIDAVIT OF PUBLICATION

ANGELA WEAVER BEING DULY SWORN, DEPOSES AND SAYS: THAT SHE IS THE LEGAL CLERK OF THE **WHITEFISH PILOT** A NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED IN THE CITY OF WHITEFISH, IN THE COUNTY OF FLATHEAD, STATE OF MONTANA, AND THAT **NO. 2147**

LEGAL ADVERTISEMENT WAS PRINTED AND PUBLISHED IN THE REGULAR AND ENTIRE ISSUE OF SAID PAPER, AND IN EACH AND EVERY COPY THEREOF ON THE DATES OF June 26, July 3, 10, 2013.

AND THE RATE CHARGED FOR THE ABOVE PRINTING DOES NOT EXCEED THE MINIMUM GOING RATE CHARGED TO ANY OTHER ADVERTISER FOR THE SAME PUBLICATION, SET IN THE SAME SIZE TYPE AND PUBLISHED FOR THE SAME NUMBER OF INSERTIONS.

*Angela H. Weaver*

Subscribed and sworn to  
Before me this July 10, 2013.

*Andrea J. Browning*

